

Waccasassa Water & Wastewater Cooperative Agenda

<https://w3cfl.org/>

September 15, 2026 @ 1:00 PM

555 2ND Avenue, Otter Creek, FL 32683

Otter Creek Town Hall

CALL TO ORDER

PRAYER

PLEDGE OF ALLEGIANCE

ROLL CALL

ITEM 1: ADDITIONS, DELETIONS, CHANGES AND APPROVAL OF THE AGENDA

ITEM 2: CONSENT AGENDA

- Minutes from the August 18, 2026 Regular Cooperative Board Meeting (pp 3-4)
- Minutes from the August 25, 2026 W3C – Town of Bronson Conflict Resolution Meeting (pp 5)
- Minutes from the August 25, 2026 W3C Special Meeting (pp 6)
- Attorney Norm Fugate Statement for Legal Services Invoice #12308 – August 2026 = \$1,777.50 (pp 7-8)
- Beauchamp & Edwards, CPAs for Administration Services Invoice #28921 – April thru July 2026 = \$2,550.07 (pp 9-16)

ITEM 3: PUBLIC PARTICIPATION

ITEM 4: INFORMATIONAL ITEMS

- The W3C Virtual Meeting will be broadcast on YouTube.
 - Channel Name = Waccasassa Water and Wastewater Cooperative
 - Handle Name = @WaccasassaWaterandWastewaterCo
 - Channel Link =
<https://youtube.com/@waccasassawaterandwastewaterco?si=rEqxXtpKM5pgunKD>
 - We will Go Live at 1:00 PM

ITEM 5: NEW BUSINESS

- Resolution No. 2026-003 – Resolution to Authorize the State Revolving Fund (SRF) Loan for the Facilities Plan for Drinking Water (pp 17-18)
- Resolution No. 2026-004 – Resolution to Adopt the Levy County Local Mitigation Strategies Plan (p 19)

ITEM 6: OLD BUSINESS

*****Carried over from the August Board Meeting*****

- MuniCreative website maintenance and hosting agreement renewal proposal (pp 20-25)
 - Invoice # INV-07202026 = \$625.00 (paid quarterly) **OR**

- Invoice #INV-08202026 = \$2,000.00 (paid annually = 20% discount)
- Proposal from Gator Works (in conjunction with MuniCreative) to provide IT services and Email management (p 26)
 - \$54.00/hr. for in-shop support
 - \$150.00/hr. for onsite support – as needed
 - No minimum monthly fee required to retain service
- Proposal from Emerald Data Partners to provide IT Services and Email management (pp 27-43)
 - Service start = \$1,500.00
 - Monthly Support = \$599.20
- Project Updates (separate attachment – forthcoming)
 - Robert Beltran, PE, DBIA – Vice President, Business Unit Manager, Water Market Segment with Dewberry

ITEM 7: PUBLIC PARTICIPATION

ADJOURN

WACCASASSA WATER & WASTEWATER COOPERATIVE BOARD MEETING

<https://w3cfl.org/>

TUESDAY, AUGUST 18, 2026

510 3RD STREET, CEDAR KEY, FL 32625

CEDAR KEY WATER AND SEWER DISTRICT

Roll Call:

- Zim Padgett, Town of Otter Creek Mayor
- Sue Colson, Cedar Key Water & Sewer District Board Member
- Norm Fugate, Attorney, Fugate & Fugate Law Firm
- Sherrie Yost, Administrator, Beauchamp & Edwards, CPAs

The meeting is called to order at approximately 1:00 PM. The prayer is led by Chair Zim Padgett. Roll call is taken. All members are present and accounted for.

ITEM 1: ADDITIONS, DELETIONS, CHANGES AND APPROVAL OF THE AGENDA

Sue Colson makes a motion to accept the agenda as presented. Zim Padgett seconds the motion. The motion passes.

ITEM 2: CONSENT AGENDA

- Minutes from the July 14, 2026 Regular Cooperative Board Meeting
- Attorney Norm Fugate Statement for Legal Services Invoice #12268 – July 2026 = \$1,417.50
- USPS – PO Box 400 renewal due August 31, 2026. 6 months = \$105.00
12 months = \$210.00
- Paxton Media Group for Levy County Citizen ad placement #C4279 = \$18.85

Sue Colson makes a motion to accept the consent agenda as presented. Zim Padgett seconds the motion. The motion passes.

ITEM 3: PUBLIC PARTICIPATION – N/A

ITEM 4: INFORMATIONAL ITEMS

- **W3C – Town of Bronson Conflict Resolution Meeting**
 - **Tuesday, August 25, 2026 @ 10:00 AM – 555 2nd Avenue, Otter Creek, FL 32683**
- The W3C Virtual Meeting will be broadcast on YouTube.
 - Channel Name = Waccasassa Water and Wastewater Cooperative
 - Handle Name = @WaccasassaWaterandWastewaterCo
 - Channel Link = <https://youtube.com/@waccasassawaterandwastewaterco?si=rEqxXtpKM5pqunKD>
 - We will Go Live at 1:00 PM

ITEM 5: NEW BUSINESS

- Note for the record to remove former Chairperson, Rachel Weeks, from the accounts at Seacoast Bank and to keep remaining board members, Zim Padgett as the new Chairperson and Sue Colson as the new Vice-Chairperson. Remaining board members to sign new signature card at the September board meeting.
- MuniCreative website maintenance and hosting agreement renewal proposal (pp 9-13)
 - Invoice # INV-07202026 = \$625.00 (paid quarterly) **OR**
 - Invoice #INV-08202026 = \$2,000.00 (paid annually = 20% discount)
- Proposal from Gator Works (in conjunction with MuniCreative) to provide IT services and Email management (pp 14-15)
 - \$54.00/hr. for in-shop support
 - \$150.00/hr. for onsite support – as needed
 - No minimum monthly fee required to retain service
- Emerald Data Partners (proposal forthcoming)

The board requests more time to review the information for IT and email services. Further discussion will be moved to the next regular scheduled board meeting in September.

Sue Colson makes a motion to remove former Chairperson, Rachel Weeks, from the accounts at Seacoast Bank and keep the remaining board members, Zim Padgett and Sue Colson as signers. Zim Padgett seconds the motion. The motion passes.

ITEM 6: OLD BUSINESS

Project Updates: The full slide presentation provided by Dewberry can be found on the W3C website at: <https://w3cfl.org/agendas/> Scroll down to Regular Cooperative Meeting – August 18, 2026 and click on the corresponding icon listed under Project Updates.

Robert Beltran presents project updates, which includes a new scope of work for the W3C water program = \$490,568.

Sue Colson makes a motion to accept the new scope of work for water in the amount of \$490,568. Zim Padgett seconds the motion. The motion passes.

There is discussion about the need to pursue purchasing land for the water facilities.

Zim Padgett makes a motion to authorize Attorney Fugate and Dewberry to prioritize and pursue land purchase. Sue Colson seconds the motion. The motion passes.

ITEM 7: PUBLIC PARTICIPATION – Joe Hand, with Cedar Key Water and Sewer District (CKWSD) asks if the purpose of the meeting with the Town of Bronson is to see if they will sell the land. Attorney Fugate states that the license agreement between W3C and the Town of Bronson states that if the results of the test well were suitable, then the Town would negotiate in good faith with W3C to purchase the land.

Joe Hand also asks how a determination will be made on the new sites for the water plant. Robert Beltran states that hydrogeological models will be used to fine tune the site choice.

The meeting is adjourned at approximately 2:10 PM.

WACCASASSA WATER & WASTEWATER COOPERATIVE

<https://w3cfl.org/>

TUESDAY, AUGUST 25, 2026

555 2ND AVENUE, OTTER CREEK, FL 32683

OTTER CREEK TOWN HALL – CONFLICT RESOLUTION MEETING

Roll Call:

- Zim Padgett, Town of Otter Creek Mayor
- Sue Colson, Cedar Key Water & Sewer District Board Member
- Norm Fugate, Attorney, Fugate & Fugate Law Firm
- Sherrie Yost, Administrator, Beauchamp & Edwards, CPAs

The meeting is called to order at approximately 10:00 AM. The prayer is led by Zim Padgett. Roll call is taken. All members are present and accounted for.

ITEM 1: ADDITIONS, DELETIONS, CHANGES AND APPROVAL OF THE AGENDA – N/A

ITEM 2: PUBLIC PARTICIPATION – N/A

ITEM 3: DISCUSSION WITH THE TOWN OF BRONSON TO NEGOTIATE TERMS OF POSSIBLE LAND PURCHASE WHERE THE W3C TEST/PRODUCTION WELL IS LOCATED.

ITEM 7: PUBLIC PARTICIPATION – N/A

The meeting is adjourned at approximately 11:10 AM.

WACCASASSA WATER & WASTEWATER COOPERATIVE

<https://w3cfl.org/>

TUESDAY, AUGUST 25, 2026

555 2ND AVENUE, OTTER CREEK, FL 32683

OTTER CREEK TOWN HALL – SPECIAL MEETING

Roll Call:

- Zim Padgett, Town of Otter Creek Mayor
- Sue Colson, Cedar Key Water & Sewer District Board Member
- Norm Fugate, Attorney, Fugate & Fugate Law Firm
- Sherrie Yost, Administrator, Beauchamp & Edwards, CPAs

The meeting is called to order at approximately 11:20 AM. The prayer is led by Zim Padgett. Roll call is taken. All members are present and accounted for.

ITEM 1: ADDITIONS, DELETIONS, CHANGES AND APPROVAL OF THE AGENDA – N/A

ITEM 2: PUBLIC PARTICIPATION – N/A

ITEM 3: DISCUSSION WITH THE TOWN OF BRONSON TO NEGOTIATE TERMS OF POSSIBLE LAND PURCHASE WHERE THE W3C TEST/PRODUCTION WELL IS LOCATED.

ITEM 7: PUBLIC PARTICIPATION – A member of the audience states there should be an appraisal on the land before W3C presents an offer to the Town of Bronson. Norm Fugate states that W3C would have to seek funding to pay for an independent appraisal. W3C does not currently have the funds available.

The meeting is adjourned at approximately 11:45 AM.

Norm D. Fugate, P.A.

Post Office Box 98
Williston, Florida 32696

Waccasassa Water & Wastewater Coop
Post Office Box
Bronson, Florida 32621

352-528-0019

August 31, 2026

12308

Statement of Fees For Legal Services Rendered in the Following Matters:

DATE	DESCRIPTION	HOURS	AMOUNT	ATTY/ASST
Aug-05-26	Email communications with Bronson Attorney regarding W3C/Bronson meeting requirements and scheduling.	0.50	112.50	NF
Aug-06-26	Email communications with Sherrie Yost regarding public notice requirements for W3C/Bronson meeting; Receive, review and revise draft notice	0.60	135.00	NF
	Weekly Teams meeting with Dewberry	0.50	112.50	NF
Aug-11-26	Email communications with Bronson Attorney regarding rescheduling meeting and notice requirements	0.40	90.00	NF
Aug-13-26	Weekly Teams meeting with Dewberry	0.50	112.50	NF
Aug-18-26	Receive and review emails regarding SAM registration	0.40	90.00	NF
	Preparation for, travel to and attendance at monthly meeting	1.50	337.50	NF

Invoice #: 12308

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August 31, 2026

Aug-25-26	Preparation for, travel to and attendance at W3C/Bronson meeting, followed by W3C Special Meeting	2.50	562.50	NF
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Aug-26-26	Receive and review email and attachments regarding BRIC application	0.50	112.50	NF
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Aug-27-26	Weekly Teams meeting with Dewberry	0.50	112.50	NF
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Total Hours and Fees

7.90 \$1,777.50

Paid From Trust

\$0.00

Total Due

\$1,777.50



**PO Box 1777
Chiefland, FL 32644
352-493-4808**

**W3C
P.O. BOX 400
BRONSON, FL 32621**

**Invoice # 28921
Date: 09/01/2026
Client ID: WACWA**

Billing for accounting and administrative services from April 1st to
to July 31st

\$ 2,550.07

DATE	SERVICE	STAFF	HOURS	RATE	AMOUNT
04/02/2026	Data Processing Emails re: domain renewal.	Yost	0.20	\$50.00	\$ 10.00
04/08/2026	Data Processing Call from Dewberry, re: revised invoice. Upload fianl minutes to website. Schedule next livestream.	Yost	0.30	\$50.00	15.00
04/16/2026	Data Processing Meeting minutes for March 17, 2026 and March 19, 2026. Meeting corrdination with Dewberry and The NET Group (email and phone). Next board meeting agenda, meeting packet and distribution. Website updates and post agenda.	Yost	6.68	\$50.00	334.00
04/20/2026	Data Processing 1st Qtr. 2026 SRWMD report.	Yost	0.20	\$50.00	10.00
04/20/2026	Data Processing 204	Yost	0.35	\$50.00	17.50

DATE	SERVICE	STAFF	HOURS	RATE	AMOUNT
04/21/2026	Data Processing Meeting prep, copies of agenda and Dewberry presentation. Attend meeting, meeting follow-up, mail payable check.	Yost	2.86	\$50.00	143.00
04/21/2026	PAID FEES Postage for mailing payable check.	Yost			0.74
04/21/2026	TRAVEL Travel to meeting in Bronson (29 miles round trip).	Yost	0.67	\$15.00	10.05
04/22/2026	Data Processing Call w/N. Thornton, email.	Yost	0.38	\$50.00	19.00
04/24/2026	Data Processing Updates and upload final minutes to website.	Yost	0.20	\$50.00	10.00
04/27/2026	Data Processing Communication w/R. Weeks for gaining access to bank account online.	Yost	0.20	\$50.00	10.00
05/05/2026	Data Processing Email.	Yost	0.05	\$50.00	2.50
05/07/2026	Data Processing Email with Dewberry. FDEP grant reimbursement request. Teams meeting w/Kaylene at Dewberry.	Yost	1.78	\$50.00	89.00
05/08/2026	Data Processing W3C invoice to SRWMD for well testing.	Yost	0.27	\$50.00	13.50

DATE	SERVICE	STAFF	HOURS	RATE	AMOUNT
05/11/2026	Data Processing SRWMD invoice and deliverable submittal. FDEP reimbursement request #2 submittal. Research and contact IT support companies.	Yost	1.47	\$50.00	73.50
05/12/2026	Data Processing Email, IT services coordination. SRWMD submittal and additonal request.	Yost	0.97	\$50.00	48.50
05/13/2026	Data Processing April bank reconciliations. Call with potential IT vendor. Draft letter to SRWMD for extension and additional funds, revision.	Yost	1.85	\$50.00	92.50
05/14/2026	Data Processing Email - SRWMD request and website/IT coordination. Board meeting minutes. Schedule next live stream, agenda.	Yost	2.67	\$50.00	133.50
05/15/2026	Data Processing Finalize meeting minutes and next meeting agenda draft. Call from Chair Weeks. Call from N. Thornton to review document module for website. 1st Qtr. 2026 financial statements. Board meeting coordination - final agenda/packet - distribute and upload to website. IT services correspondence. Send Dewberry presentation and upload to website.	Yost	4.45	\$50.00	222.50
05/17/2026	Data Processing Review March 31, 2026 financials.	Beauchamp	0.20	\$280.00	56.00
05/19/2026	Data Processing Meeting prep., make copies for meeting. Meet with Jessica at Otter Creek for camera set-up.	Yost	1.25	\$50.00	62.50

DATE	SERVICE	STAFF	HOURS	RATE	AMOUNT
05/19/2026	Data Processing Board meeting, checks signed, record checks in QB.	Yost	1.75	\$50.00	87.50
05/19/2026	TRAVEL One way from Otter Creek (12.5 miles).	Yost	0.25	\$15.00	3.75
05/20/2026	Data Processing Website updates.	Yost	0.62	\$50.00	31.00
05/20/2026	PAID FEES Postage for vendor payment.	Yost			0.74
05/22/2026	Data Processing Website updates. Out of office coordination. Reprint 03.31.26 bank rec and scan to file. EFT notice from SRWMD.	Yost	0.76	\$50.00	38.00
06/02/2026	Data Processing Meeting prep., attend meeting.	Yost	1.75	\$50.00	87.50
06/02/2026	TRAVEL Meeting in Otter Creek (25 miles round trip).	Yost	0.50	\$15.00	7.50
06/05/2026	Data Processing Teams meeting with Emerald Data.	Yost	0.50	\$50.00	25.00
06/08/2026	Data Processing May 2026 DP. Record receivables and payables.	Yost	0.75	\$50.00	37.50
06/12/2026	Data Processing	Yost	2.68	\$50.00	134.00

DATE	SERVICE	STAFF	HOURS	RATE	AMOUNT
06/15/2026	Data Processing Email correspondence.	Yost	0.13	\$50.00	6.50
06/16/2026	Data Processing Set up and attend meeting.	Yost	1.33	\$50.00	66.50
06/16/2026	Data Processing Meeting preparation. Email correspondence.	Yost	0.62	\$50.00	31.00
06/16/2026	TRAVEL One way from Otter Creek, then back to Chiefland (55 miles).	Yost	1.07	\$15.00	16.05
06/17/2026	Data Processing Record and send vendor payments.	Yost	0.26	\$50.00	13.00
06/17/2026	PAID FEES Postage for vendor payments.	Yost			0.74
06/24/2026	Data Processing Email correspondence.	Yost	0.22	\$50.00	11.00
06/26/2026	Data Processing Website updates.	Yost	0.43	\$50.00	21.50
06/29/2026	Data Processing Email - FDEP. , signature, etc.	Yost	0.52	\$50.00	26.00
07/02/2026	Data Processing Email correspondence.	Yost	0.13	\$50.00	6.50

DATE	SERVICE	STAFF	HOURS	RATE	AMOUNT
07/06/2026	Data Processing Email correspondence. June bank reconciliations and quarterly financial statements.	Yost	0.70	\$50.00	35.00
07/08/2026	Data Processing Beauchamp		0.15	\$280.00	42.00
07/08/2026	Data Processing Call from/to Chair for meeting coordination w/City of Chiefland. Call from Shannon Williams, re: SAM.gov access. Quarterly financials review.	Yost	0.70	\$50.00	35.00
07/09/2026	Data Processing SRWMD quarterly report. Board meeting minutes. Agenda for next meeting. Email - meeting coordination.	Yost	2.83	\$50.00	141.50
07/10/2026	Data Processing Finalize agenda and meeting packet, distribute and post to website.	Yost	0.48	\$50.00	24.00
07/13/2026	Data Processing Email, distribute and post Dewberry presentation.	Yost	0.20	\$50.00	10.00
07/14/2026	Data Processing Meeting prep.	Yost	0.25	\$50.00	12.50
07/14/2026	Data Processing Set up and attend meeting. Record vendor payments. Submit SRWMD 2nd Qtr. report.	Yost	2.48	\$50.00	124.00
07/14/2026	TRAVEL Meeting in Otter Creek (round trip = 25 miles).	Yost	0.50	\$15.00	7.50

DATE	SERVICE	STAFF	HOURS	RATE	AMOUNT
07/15/2026	Data Processing Email, resolution document coordination. Grant correspondence and call.	Yost	0.63	\$50.00	31.50
07/17/2026	Data Processing Email. Upload minutes to website.	Yost	0.25	\$50.00	12.50
07/20/2026	Data Processing Email inquiry on project status.	Yost	0.15	\$50.00	7.50
07/22/2026	Data Processing Email.	Yost	0.13	\$50.00	6.50
07/23/2026	Data Processing Email from SRWMD, forward and text to ZP for review and signature. Scan and send to SRWMD.	Yost	0.17	\$50.00	8.50
07/24/2026	Data Processing Respond to email inquiry about project.	Yost	0.17	\$50.00	8.50
07/30/2026	Data Processing Call from N. Thornton for website contract renewal. Email.	Yost	0.38	\$50.00	<u>19.00</u>
Current Amount Due					2,550.07
Prior Balance					<u>0.00</u>
Total Amount Due					\$ <u>2,550.07</u>

0 - 30	31 - 60	61 - 90	91 - 120	Over 120	Balance
2,550.07	0.00	0.00	0.00	0.00	2,550.07

Beauchamp and Edwards, CPA's

W3C

Invoice No. 28921

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DATE	SERVICE	STAFF	HOURS	RATE	AMOUNT
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Beauchamp and Edwards, CPA's

W3C

WACWA

Invoice # 28921

\$ 2,550.07

RESOLUTION NO. 2026-003

A RESOLUTION OF THE WACCASASSA WATER AND WASTEWATER COOPERATIVE, (THE "COOPERATIVE"), RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCE; PROVIDING FOR SEVERABILITY; AND EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to public agencies to finance the construction of drinking water facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan; and

WHEREAS, the State Revolving Fund loan priority list designates the Cooperative as eligible for available funding, and

WHEREAS, the Cooperative intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for financing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WACCASASSA WATER AND WASTEWATER COOPERATIVE AS FOLLOWS:

Section 1. The foregoing finding are incorporated herein by reference and made a part hereof.

Section 2. The Cooperative is authorized to apply for a loan to finance the Project.

Section 3. The revenues pledged for the repayment of the loan are the revenues designated in the loan application.

Section 4. The Chair is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

Section 5. The Chair is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by responsibilities under the loan agreement. The Chair is authorized to delegate responsibility to appropriate staff to carryout technical, financial, and administrative activities associated with the loan agreement.

Section 6. The legal authority to incur debt, liabilities or obligations, as necessary, to construct this Project consists of Article VIII, Sections 1 and 2, Constitution of the State of Florida, Sections 163.01(7)(b), Florida Statutes, and Section 4.01 of the Interlocal Agreement Relating to the Establishment of the Cooperative.

Section 7. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other Section or part of this Resolution.

Section 8. The Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this the ____ day of September, 2026.

WACCASASSA WATER AND WASTEWATER COOPERATIVE

BY: _____

Zim Padgett, Chair

ATTEST:

Sherrie Yost, Administrator

APPROVED AS TO FORM AND LEGALITY:

Norm D. Fugate, Attorney

RESOLUTION NO. 2026-004

**A RESOLUTION OF THE WACCASASSA WATER AND WASTEWATER
COOPERATIVE, ADOPTING THE LEVY COUNTY LOCAL
MITIGATION STRATEGIES PLAN**

WHEREAS, pursuant to law and established procedure it is required that each county adopt and or amend its emergency management plan; and

WHEREAS, Levy County, working with FEMA has prepared such a plan which is entitled "**Levy County Local Mitigation Strategies**", (the "Plan") and

WHEREAS, such plan appears to be comprehensive, effective and well designed to meet all emergency situations that may be encountered; and

WHEREAS, Waccasassa Water and Wastewater Cooperative, (the "Cooperative"), a cooperative of local government entities situated in Levy County, wishes to adopt the Plan; and

WHEREAS, the two current members of the Cooperative, Otter Creek and Cedar Key Water and Sewer District, have both previously adopted the Plan;

NOW, THEREFORE, the Cooperative Board hereby **RESOLVES THAT** the proposed document entitled "Levy County Mitigation Strategies" is adopted, approved and endorsed by the Waccasassa Water and Wastewater Cooperative.

The Resolution shall take effect immediately upon its adoption.

This Resolution is passed by special reading before the Board September 15, 2026.

PASSED and ADOPTED this the ____ day of September, 2026.

WACCASASSA WATER AND WASTEWATER COOPERATIVE

BY: _____
Zim Padgett, Chair

ATTEST:

APPROVED AS TO FORM AND LEGALITY:

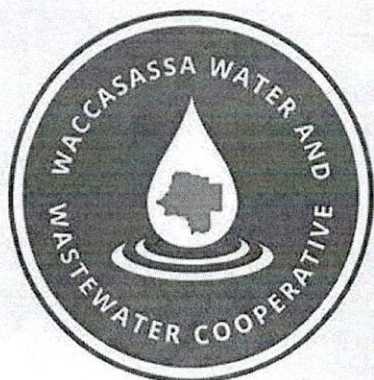
Sherrie Yost, Administrator

Norm D. Fugate, Attorney

WEBSITE RENEWAL

WEBSITE MAINTENANCE & HOSTING AGREEMENT

RENEWAL PROPOSAL



WACCASASSA
WATER & WASTEWATER
— COOPERATIVE —



RELIABLE. SECURE. SUPPORTED.

Ongoing maintenance, security updates, and performance monitoring.



DEPENDABLE HOSTING

Fast, secure hosting with daily backups and 99.9% uptime.



DEDICATED SUPPORT

Responsive support for updates, troubleshooting and content assistance.



PREPARED FOR:

Waccasassa Water &
Wastewater Cooperative



RENEWAL TERM:

September 1, 2026 –
August 31, 2027

PREPARED BY:

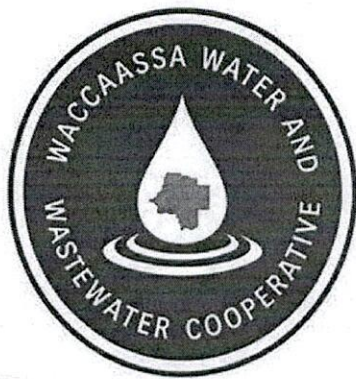


MuniCreative

WEBSITES • MARKETING • SOLUTIONS

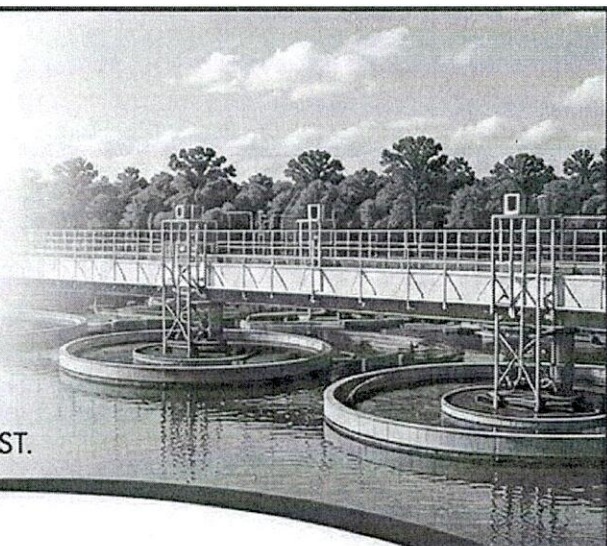


www.municreative.com



WEBSITE MAINTENANCE & SUPPORT

KEEPING YOUR WEBSITE SECURE,
UP-TO-DATE & PERFORMING AT ITS BEST.



INVESTMENT

QUARTERLY

\$625.00

BILLED QUARTERLY

OR

ANNUAL

\$2,000.00

PAID ANNUALLY



ANNUAL PAYMENT

DISCOUNT

Save \$500.00 when
you pay annually!

— An annual payment discount is provided. —

WHAT'S INCLUDED IN WEBSITE MAINTENANCE & SUPPORT



SOFTWARE & SECURITY UPDATES

We keep your website platform, plugins, and themes up-to-date to ensure maximum security and compatibility.



WEBSITE MONITORING

We monitor your website 24/7 for uptime, performance, and security threats to ensure your site is always available and running smoothly.



DAILY BACKUPS

Daily backups of your website are performed and securely stored so we can quickly restore your site if needed.



CONTENT UPDATES

We make minor content updates for you including text changes, image updates, document replacements, and more (up to 1 hour of updates per month).



TECHNICAL SUPPORT

Our team is here to help! Get quick assistance for questions, troubleshooting, and website-related issues during regular business hours.



PERFORMANCE OPTIMIZATION

We optimize your site for speed and efficiency to ensure the best user experience.



SPAM & COMMENT MANAGEMENT

We monitor and manage spam form submissions and comments to keep your site clean and secure.



OUR GOAL

To provide reliable, proactive support so your website remains secure, current, and effective—allowing you to focus on serving your community while we handle the technology.



**PEACE OF MIND.
EXPERT SUPPORT.
BETTER PERFORMANCE.**

With our maintenance and support plans, you can trust that your website is in capable hands.

PREPARED BY:



MuniCreative

WEBSITES • MARKETING • SOLUTIONS

Thank you for the opportunity to continue
supporting Waccasassa Water & Wastewater Cooperative.



www.municreative.com



WEBSITE MAINTENANCE & SUPPORT

AGREEMENT SIGNATURE PAGE

By signing below, both parties agree to the terms and conditions outlined in this Website Maintenance & Support Agreement.

WACCASASSA WATER & WASTEWATER COOPERATIVE

Signature: _____
Printed Name: Zim Padgett
Title: Chairperson
Date: _____

Organization: Waccasassa Water and
Wastewater Cooperative
Address: PO BOX 400
Bronson, Florida 32621
Email: administrator@w3cfl.org
Phone: 352.493.4808

MUNICREATIVE, INC.

Signature: _____
Printed Name: Nathan E. Thornton
Title: President & Founder
Date: _____

Organization: MuniCreative, Inc.
Address: 1601 NE 154th Terrace
Starke, Florida 32091
Email: nathan@municreative.com
Phone: 904-263-8356



THANK YOU

We appreciate the opportunity to continue supporting Waccasassa Water & Wastewater Cooperative. We look forward to a successful partnership!

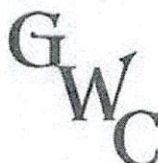


RECOMMENDED EMAIL & IT SUPPORT

A TRUSTED PARTNERSHIP FOR
RELIABLE TECHNOLOGY SOLUTIONS



MuniCreative
WEBSITES • MARKETING • SOLUTIONS



MONITOR MAINTAIN PROTECT

MuniCreative, Inc. is pleased to recommend Gator Works Computing as our trusted partner for Email & IT Support services.

ABOUT GATOR WORKS COMPUTING

Gator Works Computing (GWC) is a respected provider of IT and email support for businesses and organizations. Their mission is simple:

MONITOR. MAINTAIN. PROTECT.

With proactive monitoring, reliable maintenance, and strong security practices, GWC helps ensure your systems run smoothly, your data stays safe, and your team can stay focused on serving your community.



DOCUMENTATION OF SERVICES & FEES

Gator Works Computing has provided a letter outlining their services and fees for your review. This documentation is included with this proposal for your reference.

Please review the attached letter for details regarding service offerings and pricing.

WHY GWC?



RELIABLE EMAIL SUPPORT

Expert support for email hosting, maintenance, troubleshooting, and security.



PROACTIVE IT MANAGEMENT

24/7 monitoring and maintenance to prevent issues before they impact your business.



SECURITY FIRST

Protecting your systems, data, and communications with best-in-class security practices.



RESPONSIVE SUPPORT

Fast, friendly, and dependable support when you need it most.



TRANSPARENT PRICING

Clear and fair pricing with no surprises—detailed in their attached fee letter.



A PARTNERSHIP YOU CAN COUNT ON

By partnering with GWC for your Email & IT Support, you gain the peace of mind that your technology is in expert hands—so you can focus on what matters most: serving your community.

*We're here to help
you succeed.*

We are proud to partner with Gator Works Computing to provide you with dependable Email & IT Support you can trust.



www.municreative.com



MuniCreative

WEBSITES • MARKETING • SOLUTIONS

MuniCreative, Inc.

1601 NE 154th Terrace

Starke, Florida 32091

(386) 362-1901

www.municreative.com

INVOICE

INVOICE # INV-07202026

INVOICE DATE July 20, 2026

DUE DATE August 19, 2026

Thank you for your business!

BILL TO:

Waccasassa Water & Wastewater Cooperative

Attn: Board Chair

P.O. Box 400

Bronson, FL 32621

TERMS:

September to November 2026

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Website Maintenance & Hosting Ongoing website maintenance and hosting services. (September 1, 2026 – November 30, 2026)	1	\$625.00	\$625.00



PLEASE NOTE:

Thank you for allowing MuniCreative, Inc. to serve your organization.

If you have any questions, please don't hesitate to contact us.

SUBTOTAL \$625.00

TAX \$0.00

TOTAL DUE \$625.00



PAYMENT OPTIONS:

We appreciate your prompt payment.
Checks can be mailed to the address above.
Online payments available upon request.

WIRE TRANSFER / ACH (UPON REQUEST)

Please contact us for ACH or Wire Transfer information.

Thank You!
WE APPRECIATE YOUR BUSINESS!



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1601 NE 154th Terrace

Starke, Florida 32091

(386) 362-1901

www.municreative.com

INVOICE

INVOICE # INV-08202026

INVOICE DATE August 20, 2026

DUE DATE September 19, 2026

Thank you for your business!

BILL TO:

Waccasassa Water & Wastewater Cooperative

Attn: Board Chair

P.O. Box 400

Bronson, FL 32621

TERMS:

September 1, 2026 - August 30, 2027

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Annual Website Maintenance & Support Comprehensive website maintenance and support services for one (1) year. (September 1, 2026 - August 30, 2027)	1	\$2,000.00	\$2,000.00



PLEASE NOTE:

Thank you for allowing MuniCreative, Inc. to serve your organization.

If you have any questions, please don't hesitate to contact us.

SUBTOTAL \$2,000.00

TAX \$0.00

TOTAL DUE \$2,000.00



PAYMENT OPTIONS:

We appreciate your prompt payment.
Checks can be mailed to the address above.
Online payments available upon request.

WIRE TRANSFER / ACH (UPON REQUEST)

Please contact us for ACH or Wire Transfer information.

Thank You!
WE APPRECIATE YOUR BUSINESS!



4 West Park Ave, Chiefland, FL 32626

P.O. Box 1517, Chiefland, FL 32644

Phone: (352) 493-1006

June 6th, 2026

To Whom It May Concern,

We at Gator Works Computing, Inc. will provide IT support services if requested by the Waccasassa Water and Wastewater Cooperative in conjunction with Nathan Thornton at the following rates. \$54 per half hour for in-shop support and \$150 per hour for onsite support as needed.

Thank you

Justin Schmitz

IT Operations Manager

Gator Works Computing, Inc.



We make technology work so people can thrive.

Our passion is for people to live a better life and enjoy their work more because their technology actually works. It's that simple. It's been our sole focus since 2013 when we started. If some new cutting edge technology doesn't positively affect your team, we don't recommend it. Certifications and technologies change every few years; it's the drive to make an organization healthier using technology that keeps us passionate about our work.

We provide all of the benefits of an internal IT department for a fraction of the price of staffing one yourself. The feedback we get regularly is Emerald Data actually feels like a member of your own staff, which is by design. Our internal values and rigorous hiring standards ensure our team is only successful when your organization succeeds.

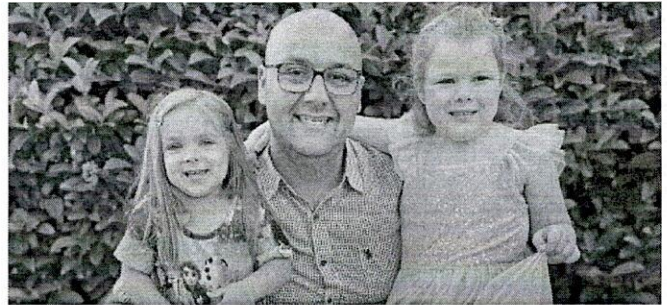
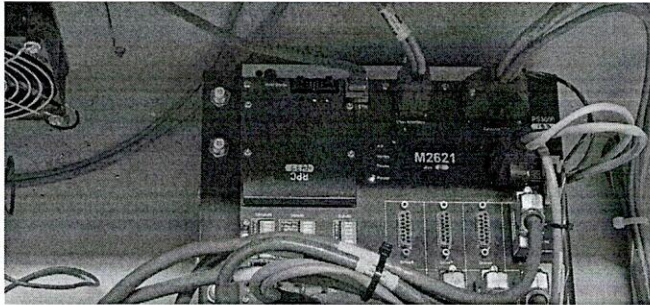
We reduce the business impact of IT failures by minimizing problems, and any unforeseen issues are dealt with as a top priority. All aspects of your network are covered: security, data protection, applications and hardware. By optimizing your network's performance, it will work at the peak efficiency and reliability levels that your organization demands, allowing you to focus on running your organization, not your network. Security, networking, data protection and user support - we handle it all for a single, predictable price.



About Emerald Data Partners

"I want your technology to work every day to support your organization and make your operations more efficient. Your results are all that matter to me."

- Jordan Cool, Director of Operations

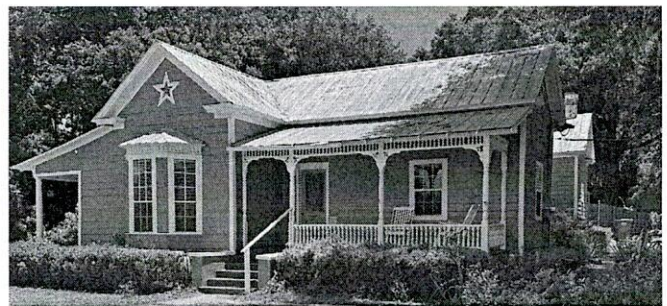


Our History

Originally started in 2003 as a side hustle, web development company, Eric took the plunge and went fulltime in 2013 and focused solely on IT support. We've experienced significant year over year growth every year since. We pride ourselves in delivering world-class technology service daily to over 2000 users across over 45 different locations, with organizations exceeding an aggregate of >\$120M in annual revenue.

Our Leadership

Our company is 100% locally owned by the original founder. Eric May got his passion early--his dad ran an IT services company for over 30 years. Eric has been married to Jenna for 13+ years, has four kids, and is active in the community. Eric has a passion for developing people and also serves on the Networking Advisory Committee at Santa Fe College, allowing IT industry leaders to provide feedback on curriculum for emerging IT students.



Our Team

We are a team of 100% Florida based staff, all of whom have a passion for making lives better through technology. Our team has certifications from Microsoft, CompTIA, Cisco, Amazon, Watchguard, Veeam, Six Sigma, 3CX, Jamf, FDLE, and other various bodies. We do not outsource any of our core services, including help desk, call answering, troubleshooting, consulting, or onsite functions. When you call our number, you're speaking to someone just minutes away.

Our Offices

We believe in local community, and we're proud to be located on Main Street in High Springs, Florida in a converted 1930's era home. We are centrally located between Gainesville and Lake City and we can reach most clients within 25 minutes. Our modern office is equipped with dedicated fiber internet, state of the art security measures, and modern health amenities such as sit-stand desks and commercial grade espresso.

www.emeralddata.us 352-224-4288
18921 High Springs Main Street High Springs, FL 32643



Our mission, vision, and values

"The key for us to building a lasting IT relationships is recognizing our own strengths and understanding our client's needs. When the two match, a lasting relationship is formed." - Eric May, CEO



Mission

We make technology work so organizations can thrive.

Vision

To serve our clients with excellence to enable them to fulfill their God-given purpose.

Values

Our company values are reflected in every decision we make and all members of our team must have 100% compliance with our values.



Trust

Trust is at the foundation of all our relationships and every action we make. We never take lightly the trusted positions we are in with clients. We have extensive background checks, and rigorous processes and controls that ensure client confidentiality is maintained at all times.

Honor

Honor is very similar to respect but there's one huge difference. Respect is earned while honor is given. We make the choice to give honor to each other and our clients regardless of how the recipient acts. This conscious choice allows us to maintain high levels of respect and character in the most challenging situations.

Candor

We believe in always communicating the truth, even when it isn't comfortable. Whether that's to clients, or to each other, we believe to always give the best advice means sometimes being uncomfortable.



About our method

True proactivity

We track and monitor our own internal time usage and set metrics around how much time we spend reacting to clients needs vs proactively planning, training, and preventing them.

Strict change management

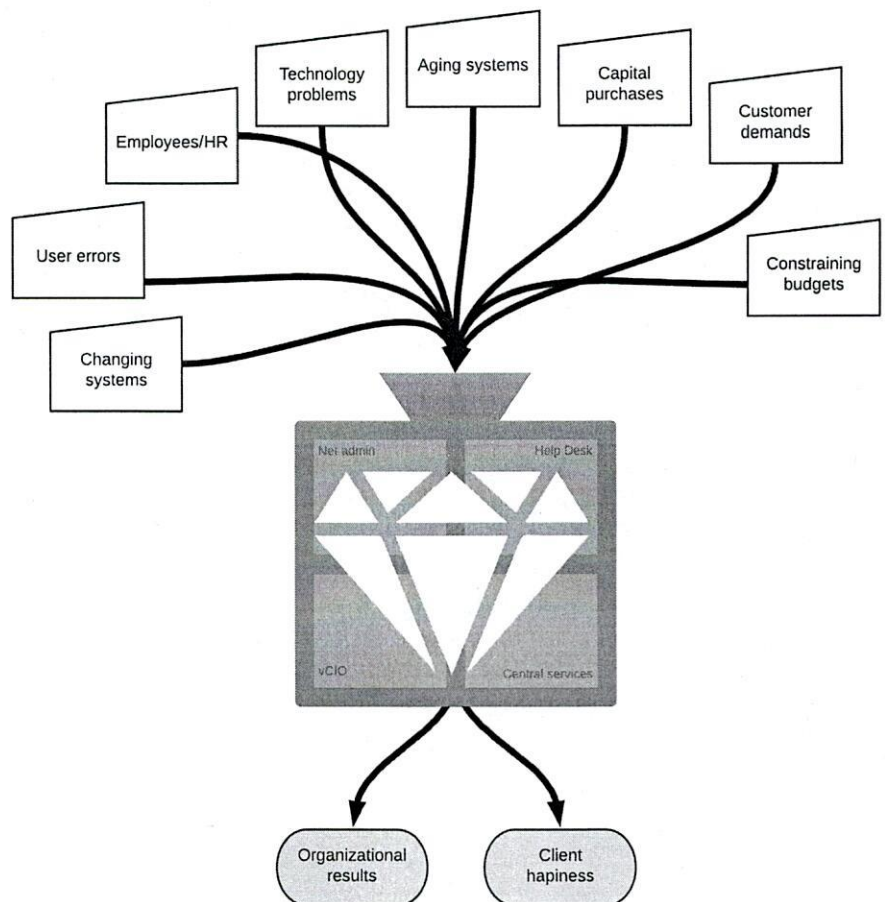
We are diligent to make sure all changes are planned, communicated, and risk is minimized. It's part of how we deliver consistent results to the types of organizations that require little downtime.

Communication

We keep you continuously in the loop when upgrades are planned, what changes are on the horizon, how you can benefit from a new technology, and give you more visibility to trust your technology daily.

Crazy fast response times

When issues do arise, we try to respond quickly. Most months our response time across ALL ticket types (minor and major) is less than one hour.





emerald data

Proposal for Waccasassa Water & Wastewater Cooperative

FFF Managed IT Services

Quote #001272 v1

PREPARED FOR

Sherrie Yost
administrator@w3cfl.org

PREPARED BY

Eric May
eric.may@emeralddata.us
3522244288



Wednesday, September 09, 2026

Waccasassa Water & Wastewater Cooperative
Sherrie Yost
P.O. Box 400
Bronson, FL 32621
administrator@w3cfl.org

Dear Sherrie,

Please find enclosed agreement/proposal for the Waccasassa Water & Wastewater Cooperative. This is based on the current nine users you stated would be covered, and includes support, protection, and IT consulting. This can also be expanded in the future with additional users.

Please note that your Microsoft 365 licenses are currently prepaid through another vendor and we will administer that same tenancy without you having to re-buy the licenses and without data loss. In subsequent budget years you will purchase those licenses directly from us at the same price matching Microsoft MSRP face value.

We are happy to facilitate a fast onboarding if required and grow/scale to as many users as required!

I am authorized to make this proposal on behalf of Elgie May, LLC dba Emerald Data Partners, and I am duly authorized to bind the company under contract if we are selected.

Your time is valuable and our goal is to succinctly answer give bulleted answers to most questions posed by governments. We appreciate this opportunity and I look forward to providing more clarity and answering any questions you may have during the next phase of the process.

1. General Company Information

We are a process driven IT company and documentation and ticketing are a huge part of our culture. We have provided fully managed IT services since 2013 and we are dedicated to government, education and enterprise--we have no break-fix clients and we do not work on residential computers. We are 100% locally owned and we do not outsource any of our core functions--you'll always speak with someone local who has passed a fingerprint based background check. We do a lot of work in CJIS environments and industries with high-trust data. We have 35 different clients with >55 geographical locations, mostly in Gainesville, Lake City, Alachua, High Springs, but as far as Jacksonville and Tampa. Related to you, we specifically have five regular government clients (ranging from seven to 90 employees) and three schools (ranging from 13 to 27 teachers). Additionally, we have done consulting (project work) for larger governmental organizations, including the University of Florida. Our non-government clients range in headcount from seven to as large as 160. We are a Microsoft Partner and have other various partnerships with industry leading vendors. We have ten full time staff and our offices are located at 18921 Main Street, High Springs, FL 32643, which is 29 miles from the Bronson. All engineers are CJIS level four security awareness trained and fingerprint background checked.

References for clients similar to Waccasassa Water & Wastewater Cooperative. below. Other larger, non-government references are available upon request.

1. City of Waldo
Kim Worley, City Manager
352-468-1001, kim@waldo-fl.com
Fully managed client since 2015
2. Town of Interlachen
Joni Payne, Town Clerk
386-684-381, jpayne@interlachen-fl.gov
Fully managed client since 2021

3. City of Archer
Deanna Alltop, City Manager
(352) 495-2880
Fully managed client since 2022
4. City of High Springs
Jeremy Marshall, City Manager
386-454-1416, asthathatos@highsprings.us
Fully managed client since 2014
5. State Attorney, Third Judicial Circuit
Bryan Buckles, Director of IT
386-758-0470, bryan.buckles@sao3.org
Managed phone systems, managed backups, cybersecurity & server network consulting since 2017
6. Micanopy Area Cooperative School
Brenda Maynard, Director
352-466-0990, maynardb@macschool.us
Fully managed client since 2014

2. Client Relationship Management

We currently have eight staff, ranging from 10 years to two years of experience. Certifications and training include Cisco, CompTIA, Microsoft, ITIL, and more.

With our smaller team, you will receive a consistent support experience using our proven practices of ticketing and personal communication.

Our regular hours are Monday - Friday, 8-5. We have an on-call rotation and emergency after-hours tickets are dispatched to the on-call engineer. We service several 24/7 departments.

3. Service Levels

a. Ability to provide service

We use the industry standard Connectwise ticketing system.

Key staff are always available during business hours.

Guaranteed response times are covered under the SLA part of this proposal.

If tickets are not resolved, engineers escalate them to the next tier.

Average response time for *after hours* tickets is 2 hours.

Average response time for business hours tickets is typically 45 minutes.

You will approve any downtime during your business hours/meetings.

Our service level agreement is automatically tracked and enforced internally.

We will annually at the start of the budget cycle communicate with County Coordinator's office about needs that should be budgeted in upcoming year.

We have a rigorous disaster recovery plan in place that allows our entire office to be destroyed and remain operational.

We are not providing hosted services under this proposal. We are a Microsoft and Amazon partner, and we host Azure and AWS for clients when requested.

We do not have any special requirements for -on-site work.

Major software upgrades will be handled on a case-by-case basis. Minor revisions and routine upgrades are included.

b. Security

We follow best practices governed by ITIL and the NIST Framework. We promote and facilitate multi-factor authentication, user security awareness training, and a least privilege user security model. Our

security practices are balanced and will not weigh down the daily operations of city staff. We promote and facilitate a managed security awareness training, managed antivirus on all machines, and a managed endpoint detection and response program that is monitored 24/7 by a security operations center. All patches/updates are monitored and applied in stages and audited for correct application.

Beyond the above paragraph, our individual company security policies that guide our staff daily are not disclosed in this format due to public records laws. However, if the County Coordinator, any member of any bid review committee, or any commissioner has concerns, we can meet and review those concerns.

4. Management

a. Change Control

Emerald Data Partners uses a combination of best practices from ITILv4, NIST, CJIS, and PCI frameworks and standards to operate. We will establish clear change thresholds with the County Coordinator or his designee and document them internally. All Emerald employees are trained in strict change management controls.

b. Monitoring

Emerald Data uses four different remote monitoring and management (RMM) platforms and will use all of them with you. These specific products are not discussed here due to public records disclosure and the cybersecurity threat. These tools provide our team constant insight into the operations, errors, and security incidents on all your equipment.

c. Documentation and Records

All tickets, internal documentation, and configuration items (records of systems) are documented in our secure documentation platform. This platform maintains SOC2 compliance.

1. Optional other fees

\$295 one time fee for new computer setup that are not procured through us.

Extra work not included in the scope of this proposal is specifically scoped on later pages in this proposal.

There are no mileage assessed for any service.



Eric May
Managing Member
Emerald Data Partners

Monthly support

DESCRIPTION	RECURRING	QTY	EXT. RECURRING
IT support, managed services, consulting, vCIO, network administration, full users	\$500.00	1	\$500.00
Per user cost for all-you-can eat support, including desktop, server, and other support methods. Complete managed updates, patching, backups, consulting, and more. Price is per month and reflective of your number of technology users, so your cost is reflective of your overall business performance.			
Exchange Online (Plan 1) [New Commerce Experience]	\$4.80	4	\$19.20
Exchange Online (Plan 1) [New Commerce Experience] - 1 yr			
Security Bundle Light	\$20.00	4	\$80.00
Security Bundle Light			
Recurring Subtotal			\$599.20

Initial Investment

DESCRIPTION	PRICE	QTY	EXT. PRICE
Service Start	\$1,500.00	1	\$1,500.00
Service Start			
Subtotal			\$1,500.00

PREPARED BY	PREPARED FOR	QUOTE INFORMATION
Eric May Managing Member 3522244288 eric.may@emeralddata.us	Waccasassa Water & Wastewater Cooperative P.O. Box 400 Bronson, FL 32621 Sherrie Yost administrator@w3cfl.org	Quote #: 001272 Version: 1 Delivery Date: Sep 09, 2026 Expiration Date: Sep 15, 2026

Quote Summary

DESCRIPTION	AMOUNT
Initial Investment	\$1,500.00
Total	\$1,500.00

Recurring Expenses Summary

DESCRIPTION	AMOUNT
Monthly support	\$599.20
Recurring Total	\$599.20

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____

Date _____

Notes and Exceptions

Notes

Exceptions

Scope of Services

The following services will be provided to you as part of the Managed Services agreement:

- Phone, chat, and remote support of all computer systems located at the client's service address
- Onsite support of all computer systems located at the client's service address. Subject to travel fee of \$49
- Proactive monitoring, alerting, and correction of issues
- Hard disk failure early warning system
- Complete hardware & software inventory
- Event log monitoring and automated repairs
- Network monitoring and repairs, including QoS modifications
- Regular monitoring and servicing of servers
- Regular monitoring and servicing of workstations
- Patch management and update compliance
- Anti-malware practices
- Desktop & server repair and maintenance of hardware
- Consulting vCIO services
- Technology auditing for any required compliance requirements
- Training and education as requested by you, up to five hours per year
- Other requests as agreed upon by both you and Emerald

The following services may be provided to you but are considered excluded from Managed Services agreement and will be billed separately as agreed upon:

- Miscellaneous creative services
 - Includes facilitation of website as needed by staff
- Training and education as requested by you greater than five hours per year
- Installation and repair of technology assets such as security systems, closed circuit camera systems, and other related systems.
- Large office moves and relocations
- All hardware purchases. We will specify, quote, and deliver, but the hardware will be billed separately from this agreement.
- Technical project work or work that falls outside of day to day support.
- Software Programming work not related to IT support.
- Phone system installation and support outside of network support.
- Network Drops and physical cabling work
- For specialty software support (CAD applications, Great Plains, and etc). We will troubleshoot to the application, but if there are issues or configurations in the specialty application, we will rely on and work with the software vendor for support.
- Any unreasonable service requests

Charges & hourly rates for out of scope work

Depending on the type of service being performed, work will be quoted to client on a case-by-case basis.

SLA

Service Level Agreement (SLA)

Events, requests, problems, or services, shall be categorized into one of the three categories:

- **Critical**
 - An occurrence where the majority of your staff are unable to complete any of their job-related functions due to a failure of technology
 - An occurrence where a failure of technology creates an impending disaster affecting the long-term future of your organization
- **High**
 - An occurrence where the majority of your staff operate at a reduced productivity level due to a failure of technology
 - An occurrence where a failure of technology inhibits key personnel from completing tasks affecting your entire organization, including but not limited to a finance director's computer being unable to process payroll
- **Low**
 - All other requests and problems
 - This includes all optional requests and non-problem related issues

We shall respond, offer a resolution, and execute the resolution, based on the category of the event, within the following

- **Critical**
 - Initial response: 1.5 business hours
 - Resolution plan: 3 business hours
 - Resolution: 4 business hours
- **High**
 - Initial response: 4 business hours
 - Resolution plan: 8 business hours
 - Resolution: 10 business hours
- **Low**
 - Initial response: 6 business hours
 - Resolution plan: 12 business hours
 - Resolution: 40 business hours

For purposes of response and resolution times, the following timeframes will be used:

Monday from 8:00AM EST to 5:00PM EST
Tuesday from 8:00AM EST to 5:00PM EST
Wednesday from 8:00AM EST to 5:00PM EST
Thursday from 8:00AM EST to 5:00PM EST
Friday from 8:00AM EST to 5:00PM EST

Truly critical issues outside of business hours are handled and dispatched on a case-by-case basis and are available.

Legal agreement

Public Records Compliance

The Parties acknowledge that the client, as a Florida municipal subdivision, and its governing body is subject to Chapter 119 and Section 286.011 Florida Statutes, "Florida's Government-in-the-Sunshine" requirement. As such, all communications, to include electronic communications such as email etc are subject to said law. Emerald Data Partners acknowledges that it is aware of, and can comply with, any such requirements that the client shall require under the "Florida's Government-in-the-Sunshine" requirements as it pertains to the services under this contract.

Confidential Information

"Confidential Information" means any proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by one of us to the other either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. We further understand that Confidential Information does not include any of the foregoing items that has become publicly known and made generally available through no wrongful act or omission of either of us or of others who were under confidentiality obligations as to the item or items involved or improvements or new versions thereof.

We agree not to disclose your Confidential information for the term of this agreement and thereafter for as long as we have such information. You understand that we may have to disclose information about your hardware, software and networking structure as we work with other third party suppliers and vendors on your behalf. We agree to take the same measures to protect your Confidential Information as we take to protect our own.

You agree not to disclose our Confidential Information for the term of this agreement and thereafter for as long as you have such information. You agree to take the same measures to protect our Confidential Information as you would to protect your own.

Payment

We will provide you an invoice on a monthly basis. The hourly rates, block hours, and other financial considerations are defined in this agreement. You agree to review our invoice and contact us within 20 days of receipt of invoice if you have any problem, concern or objection to any charge. You agree to pay us any charges that you have not contested within 30 days of receipt of our invoice. If you do not pay within 30 days, we can charge you a one percent per month service charge on any unpaid amounts, and you will be in default. You further agree to work with us to resolve any problem, concern or objection that you have to any charge.

Employees and Subcontractors

We agree not to offer employment to any of your employees and we will not, either directly or indirectly, solicit, induce, recruit or encourage any of your employees to leave their employment during the term of this agreement and for a period of six months after the expiration of this agreement and any extensions thereof.

You agree not to offer employment to any of our employees and you will not, either directly or indirectly, solicit, induce, recruit or encourage any of our employees to leave their employment during the term of this agreement and for a period of six months after the expiration of this agreement and any extensions thereof. We may use subcontractors in servicing your account. If we do, you agree not to hire those subcontractors to circumvent the use of our services under this agreement, during the term of this agreement or for a period of six months thereafter.

Term and Termination

This agreement shall extend for a term of three years. This agreement shall extend automatically for one year terms following thereafter unless otherwise requested by you within 90 days of the end of this agreement. **Either of us may terminate this agreement at any time, with or without cause, upon giving 90 days written notice to the other of such termination.** Notice shall be to the respective contact persons as set forth above.

Venue and Equitable Relief

Both of us agree that venue for any dispute, claim or controversy concerning this Agreement or any dispute, claim or controversy arising out of or relating to any interpretation, construction, performance or breach of this agreement, shall be Alachua County, Florida.

Both of us agree that it would be impossible or inadequate to measure and calculate our respective damages from any breach of the Confidential Information and Employees and Subcontractors covenants set forth in this agreement.

Accordingly, if either of us should breach any of such covenants, the other will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. Both of us further agree that no bond or other security shall be required in obtaining such equitable relief and we hereby consent to the issuance of such injunction and to the ordering of specific performance.

No Warranties

We make no warranties of any kind, expressed or implied regarding the functionality of hardware or software. You will rely on the warranties provided by the manufacturer of each product. You agree to not hold us liable for any special, incidental or consequential damages, such as loss of anticipated profits or losses resulting from business disruption due to faulty equipment.

Default

We will be in default under the terms of this agreement if we fail to perform or comply with the terms and conditions of our obligations under this agreement.

You will be in default under the terms of this agreement if you fail to perform or comply with the terms and conditions of your obligations under this agreement.

Fine Print

1. This agreement shall be governed by and construed in accordance with the laws of the state of Florida.
2. Neither this agreement nor any rights under this agreement may be assigned by either of us, without the written consent of the other.
3. If any provision or provisions of this agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or unenforceability of the remaining provisions shall not in any way be affected.
4. We shall not be in default under this agreement because of any failure to perform in accordance with its terms and conditions if such failure arises from causes beyond our control.
5. This agreement can only be modified by a written agreement signed by both of us.
6. This agreement may be executed simultaneously in several counterparts each of which shall be deemed an original

but which together shall constitute one and the same original agreement.

7. If the parties to this agreement should enter into a lawsuit over the terms of this agreement, the prevailing party shall be entitled to recover it's court costs and attorneys fees from the non-prevailing party.