

<b>Contractor Name</b>	<b>Type of Goods/ Services</b>	<b>Original Start and Current Ending Date</b>
James Moore & Company	Audit Services	10/04/2021 - Ongoing
Swiftworks	MIS/RSO Staff Augmentation	04/01/2024 - 11/30/2025
Deborah Walker-Bailes	Consultant	07/08/2024 - 06/30/2025
Business Information Solution	Managed Information Solution/ IT Services	10/01/2022 - 09/30/2025
Spotless Logistics LLC	Cleaning Services	07/01/2025 - 06/30/2026

September 23, 2021

Workforce Escarosa, Inc.  
d/b/a CareerSource Escarosa  
6913 North 9<sup>th</sup> Avenue  
Pensacola, Florida 32504

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Workforce Escarosa, Inc. d/b/a CareerSource Escarosa, as of June 30, 2022, 2023 and 2024, and for the years then ended, and the related notes to the financial statements, which collectively comprise Workforce Escarosa, Inc. d/b/a CareerSource Escarosa's basic financial statements as listed in the table of contents. In addition, we will audit the Workforce Escarosa, Inc. d/b/a CareerSource Escarosa's compliance over major federal award programs for the period ended June 30, 2022, 2023 and 2024. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the Workforce Escarosa, Inc. d/b/a CareerSource Escarosa's major federal award programs.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.

Supplementary information other than RSI will accompany Workforce Escarosa, Inc. d/b/a CareerSource Escarosa's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1) Schedule of expenditures of federal awards.

121 Executive Circle  
Daytona Beach, FL 32114-1180  
Telephone: 386-257-4100

133 East Indiana Avenue  
DeLand, FL 32724-4329  
Telephone: 386-738-3300

5931 NW 1st Place  
Gainesville, FL 32607-2063  
Telephone: 352-378-1331


2477 Tim Gamble Place, Suite 200  
Tallahassee, FL 32308-4386  
Telephone: 850-386-6184

### **Data Collection Form**

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audit in accordance with U.S. GAAS and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters. 

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will issue a written report upon completion of our audit of Workforce Escarosa, Inc. d/b/a CareerSource Escarosa's financial statements. Our report will be addressed to the governing body of Workforce Escarosa, Inc. d/b/a CareerSource Escarosa. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

#### **Audit of Major Program Compliance**

Our audit of Workforce Escarosa, Inc. d/b/a CareerSource Escarosa's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For the design, implementation, and maintenance of internal control over federal awards;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
9. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;

13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs and state financial assistance, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
24. For identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants.
25. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

**Nonattest Services**

We will perform the following nonattest services: preparation of financial statements, Information Return form 990, and depreciation schedule. With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of Workforce Escarosa, Inc. d/b/a CareerSource Escarosa. However, we will provide advice and recommendations to assist management of Workforce Escarosa, Inc. d/b/a CareerSource Escarosa in performing its responsibilities. Workforce Escarosa, Inc. d/b/a CareerSource Escarosa's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Priya Sarathy or Chief Financial Officer) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise Workforce Escarosa, Inc. d/b/a CareerSource Escarosa with regard to different matters, but Workforce Escarosa, Inc. d/b/a CareerSource Escarosa must make all decisions with regard to those matters.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

Mark Payne is the service leader for the audit services specified in this letter. His responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for these services, including expenses, will be as follows:

FISCAL YEAR ENDING	AUDIT FEE	RETURN FORM 990	TOTAL
June 30, 2022	\$20,500	\$2,500	\$23,000
June 30, 2023	\$21,000	\$2,500	\$23,500
June 30, 2024	\$21,500	\$2,500	\$24,000

Upon completion of this engagement with the audit for the year ended September 30, 2024, new engagements can be entered into for up to an additional two-year period, at the option of both parties. Any such engagements will be evidenced by a new engagement letter.

FISCAL YEAR ENDING	AUDIT FEE	RETURN FORM 990	TOTAL
June 30, 2025	\$22,000	\$2,500	\$24,500
June 30, 2026	\$22,500	\$2,500	\$25,000

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

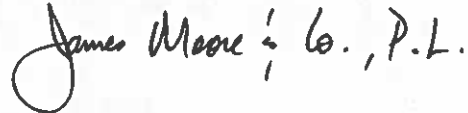
The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

This engagement letter includes the attached James Moore & Co., P.L. Standard Terms and Conditions as Attachment A which is incorporated and made a part of this engagement letter by reference.

Workforce Escarosa, Inc.  
d/b/a CareerSource Escarosa  
September 23, 2021  
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We appreciate the opportunity to be of service to Workforce Escarosa, Inc. d/b/a CareerSource Escarosa and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully,



JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of Workforce Escarosa, Inc. d/b/a CareerSource Escarosa.

By Kathaleen Cole

Title Chair

Date 9/30/2021



April 9, 2025

Workforce Escarosa, Inc.  
d/b/a CareerSource Escarosa  
6913 North 9<sup>th</sup> Avenue  
Pensacola, Florida 32504

You have requested that we audit the financial statements of the governmental activities, each major fund and the aggregate remaining fund information of the Workforce Escarosa, Inc. d/b/a CareerSource Escarosa, (the Entity) as of June 30, 2025 and 2026, and for the years then ended, and the related notes to the financial statements, which collectively comprise the Entity's basic financial statements as listed in the table of contents.

In addition, if applicable, we will audit the Entity's compliance over major federal award programs and major state projects for the years ended June 30, 2025 and 2026. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the Entity's major federal award programs and major state projects.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the Entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.

Supplementary information other than RSI will accompany the Entity's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

- 1) Schedule of expenditures of federal awards.

### **Data Collection Form**

If applicable, prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility, if the Data Collection Form is applicable. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form, if applicable, is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

### **Audit of the Financial Statements**

We will conduct our audits in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America (if applicable); the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable); Section 215.97, Florida Statutes, *Florida Single Audit Act* (if applicable), and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General (if applicable). As part of an audit of financial statements in accordance with GAAS, and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Entity's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Entity's basic financial statements. Our report will be addressed to the governing body of the Entity. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

### **Significant Risks Identified**

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Improper revenue recognition due to fraud;
- Improper use of restricted resources;
- Management override of internal controls.

Our final communication of significant risks identified will take place upon completion of our audit.

### **Audit(s) of Major Program and/or Major Project Compliance**

If applicable, our audit(s) of the Entity's major federal award program(s) and/or state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and will include tests of accounting records, a determination of major programs and/or projects in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and/or major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the Entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Entity's compliance with the requirements of the federal programs as a whole.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the Entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the Entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the

effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the Entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

As part of a compliance audit in accordance with GAAS, and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the Entity's major federal award programs and/or major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance (if applicable) and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements (if applicable);
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the Entity is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the Entity complies with federal laws and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;

10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit;
  - c. Unrestricted access to persons within the Entity and others from whom we determine it necessary to obtain audit evidence.
  - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the Entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
24. For identifying and ensuring that the Entity complies with applicable laws, regulations, contracts, agreements, and grants.
25. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

### **Nonattest Services**

We will perform the following nonattest services: preparation of financial statements, preparation of Information Return Form 990, preparation of depreciation schedule, preparation of data collection form, and calculation of lease liability and right of use asset. With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the Entity. However, we will provide advice and recommendations to assist management of the Entity in performing its responsibilities. The Entity's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Mariezel Halili) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, establishing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the Entity with regard to different matters, but the Entity must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

James Halleran is the service leader for the audit services specified in this letter. The service leader's responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for these services, including expenses, will be as follows:

<b>Year Ending June 30,</b>	<b>Audit Fee</b>	<b>Preparation of Form 990</b>	<b>Single Audit</b>	<b>GASB 87 Lease Calculations</b>	<b>Additional Procedures Required by FloridaCommerce*</b>
2025	\$28,000	\$3,500	\$4,000	\$2,750	\$3,500
2026	\$30,000	\$3,850	\$4,400	\$3,000	\$3,850

\*Beginning with the fiscal year ending June 30, 2025, FloridaCommerce issued requirements for various additional procedures to be completed during the annual financial statement audit. The cost for completing these procedures is included above based on the time estimated to complete work for these requirements.

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the Entity's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance may result in an increase of our fees.

We will not increase the fee over the agreed amount as long as the scope of the audit is consistent with the scope outlined in the Request for Proposal. The Entity is not completely in control of the scope of work for future years. Significant required changes may be mandated by federal, state, other regulatory agencies or accounting and auditing standards boards or by significant staff changes within the Entity. For these reasons, if the scope of the audit changes significantly from the scope outlined in the RFP, we would present for approval, prior to commencing work, why an adjustment in fee is warranted.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the Entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;

- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

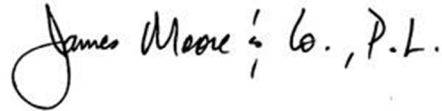
In the normal course of business, we use the services of third-parties and individual contractors, which are not employees of James Moore & Co., P.L. Those services are performed at various levels and in various aspects our engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement we may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require us to handle confidential information and we expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Your acceptance of this arrangement acknowledges and accepts our handling of confidential information including access by third-party and individual service providers.

This engagement letter includes the attached James Moore & Co., P.L. Standard Terms and Conditions as Attachment A which is incorporated and made a part of this engagement letter by reference.

Workforce Escarosa, Inc.  
d/b/a CareerSource Escarosa  
April 9, 2025  
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We appreciate the opportunity to be of service to the Workforce Escarosa, Inc. d/b/a CareerSource Escarosa and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the Workforce Escarosa, Inc.. d/b/a CareerSource Escarosa.



By \_\_\_\_\_

Title Chief Executive Officer

Date 05/28/2025

**Attachment A James Moore and Co., P.L.  
Standard Terms and Conditions**

The terms and conditions set forth below are incorporated into the engagement letter pursuant to which James Moore & Co., P.L. ("JMCO", the "Firm", us and we) will provide services.

1. **Management's Responsibilities** – Management of Client is responsible for establishing and maintaining an effective internal control system. JMCO services may include advice and recommendations which management may or may not adopt. Client's management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by JMCO, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports, or other work product or deliveries to Client. Management is responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the engagement to JMCO. Client should retain all the documents, canceled checks, and other data that form the basis of income and deductions. If the engagement also includes tax services, these records may be necessary to prove the accuracy and completeness of tax returns to a taxing authority. Client has final responsibility for the tax return(s) and therefore should review the return(s) carefully before signing and filing.
2. **Responsible Person** – Client designates the individual signing the engagement letter ("Representative") as the individual to whom JMCO should look to provide information, communicate, and answer questions. Client understands that JMCO will rely on the Representative designated above and that decisions by the Representative may be beneficial to some and detrimental to others. JMCO is directed to rely on the Representative for all Client decisions including but not limited to tax treatments, allocation of income and expense items, tax elections and accounting treatments. All communication with the Representative is deemed to be communication with Client.
3. **Advice in Writing** – JMCO only provides advice for Client to rely upon in writing. Casual discussions of tax, accounting or other issues and informal communication are not advice upon which Client can rely. Client agrees that the only advice from JMCO upon which Client may rely is written advice received from JMCO on our letterhead or via e-mail individually addressed to Representative or an individual member of the Client (newsletters and the like are not advice upon which Client may rely).
4. **Unencrypted E-Mail Use Authorized for Communication** – In connection with this engagement, JMCO may communicate with Client or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, JMCO cannot guarantee or warrant that e-mails from JMCO will be properly delivered and read only by the addressee. Therefore, JMCO specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted by JMCO in connection with the performance of this engagement. In that regard, Client agrees that JMCO shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. During the term of this engagement Client may elect by notification in writing to JMCO to suspend or terminate the use of e-mail. Similarly, text messages present special issues for our profession, and we ask that you refrain from engaging with JMCO via text message.
5. **Cooperation** – Client agrees to cooperate with JMCO in the performance of JMCO services for the Client, including providing JMCO with reasonable facilities and timely access to Client's data, information and personnel. Client shall be responsible for the performance of Client's employees and agents and for the accuracy and completeness of all data and information provided to JMCO for purposes of this engagement. In the event that JMCO is unable to obtain required information on a timely basis JMCO may revise its estimate of fees, alter the services required and/or terminate the engagement.

6. **Payment of Invoices** – JMCO will bill Client for professional services, expenses, and out-of-pocket costs on a monthly basis. Payment is due within 30 days of the date on the billing statement. JMCO reserves the right to suspend work or terminate the engagement in the event that payment is not received within 30 days of the date on the billing statement. JMCO may also suspend work or terminate the engagement if information furnished is not satisfactory for JMCO to perform work on a timely basis. JMCO will notify Client if work is suspended or terminated. If JMCO elects to terminate or suspend the engagement for nonpayment or for any other reason provided for in this letter, the engagement will be deemed to have been completed for purposes of payment due from Client. Upon written notification of termination or suspension, even if JMCO has not released work product, Client will be obligated to compensate JMCO for all time expended and to reimburse JMCO for all out-of-pocket costs through the date of termination or suspension. Suspension of work or termination of services may result in missed deadlines, penalties/interest along with other consequences and Client agrees that suspended work or termination of services shall not entitle Client to recover damages from JMCO. All fees, charges and other amounts payable to JMCO hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which shall be the sole responsibility of Client, excluding any applicable taxes based on JMCO's net income or taxes arising from the employment or independent contractor relationship between JMCO and JMCO's personnel. A late payment charge of 1½% per month will be assessed on any balance that remains unpaid after deduction of current payments, credits, and allowances after 90 days from the date of billing. This is an Annual Percentage Rate of 18%.
7. **Electronic Data Communication** – In the interest of facilitating our services to you, JMCO may send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to Client may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data. In using these data communication and storage methods, JMCO employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require all of our third-party vendors to do the same. You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.
8. **Confidential & Proprietary Information** – Client and JMCO both acknowledge and agree that all information communicated by one party (the "Disclosing Party") to the other (the "Receiving Party") in connection with this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this engagement letter or (d) Client and JMCO agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other's information, except to the extent that applicable law, regulations or professional standards impose a higher requirement. JMCO may retain, subject to the terms of this Paragraph, one copy of Client's confidential information required for compliance with applicable professional standards or internal policies. If either Client or JMCO receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party's confidential information, such party shall (if permitted to do so) provide written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall be entitled to comply with such demands to the extent permitted by law, subject to any protective order or the like that may have been entered into in the matter. In the event that Client wishes to assert a privilege or Client fails to respond and JMCO asserts the privilege on Client's behalf, Client agrees to pay for all expenses incurred by JMCO in defending the privilege, including, by way of illustration only, JMCO's attorney's fees, court costs, outside adviser's costs, penalties and fines imposed as a result of Client asserting the privilege or Client's direction to JMCO to assert the privilege. JMCO's techniques, judgments, methodology, and practices relating to its engagement practices are agreed by Client and JMCO to constitute proprietary confidential business information in the nature of trade secrets, security measures, systems and procedures which are in the nature of competitive interests which would impair the competitive business of JMCO should the information be released. Notwithstanding the foregoing, the terms of this paragraph shall not apply to contravene any statute or regulation.

9. **Disclosures** – Certain communications involving advice are privileged and not subject to disclosure. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, Client, Client’s employees or Client’s agents may be waiving this privilege. To protect this right to privileged communication, please consult with JMCO or an attorney prior to disclosing any information about JMCO advice. Should Client determine that it is appropriate for JMCO to disclose any potentially privileged communication; Client agrees to provide JMCO with written, advance authority to make that disclosure. We will not respond to any request from banks, mortgage brokers or others for verification of any information. We do not communicate with third parties or provide them with copies of your information.
10. **Tax Services** – If the engagement letter specifically includes providing tax services the following provisions apply to the tax services for this engagement:
- a. Tax services do not include verification of the information you submit to us although we may ask that you clarify certain information. Our tax work does not include any procedures designed to detect fraud, theft or illegal acts.
  - b. We will prepare the tax returns identified in the scope of the engagement letter solely for filing with the Internal Revenue Service (“IRS”), state, and local tax authorities. Our tax work is not intended to benefit or influence any third party, either to obtain credit or for any other purpose.
  - c. Unless otherwise noted, we will perform our services in accordance with the Statement on Standards for Tax Services (“SSTs”) issued by the American Institute of Certified Public Accountants and U.S. Treasury Department Circular 230 (“Circular 230”) along with the Internal Revenue Code, accompanying Regulations, Treasury Department pronouncements and applicable state laws, rules and regulations.
  - d. We will not hold your property in trust for you, or otherwise accept fiduciary duties in the performance of the engagement.
  - e. We will use our professional judgment to resolve questions in your favor where a tax law is unclear, provided that we have a reasonable belief that there is substantial authority for doing so. If there are conflicting interpretations of the law, we will explain the possible positions that may be taken on your return. We will follow the position you request, provided it is consistent with our understanding of the applicable tax code, tax laws, tax regulations, and their interpretations. If the IRS, state or local tax authorities later contest the position you select, additional tax, interest, and penalties may be assessed. We assume no liability, and you hereby release us from any liability, including but not limited to, additional tax, interest, penalties, and related professional fees.
  - f. If additional accounting or bookkeeping assistance is required for the purpose of preparing tax returns that work will be an additional fee.
  - g. If, during our work, we discover information that affects prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to prepare appropriate amended returns as a separate engagement.
  - h. This engagement does not include responding to inquiries by any governmental agency or tax authority. If your tax return is selected for examination or audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a tax return. If you request our assistance in responding to such an inquiry, and we agree to represent you, we will confirm this engagement in a separate Statement of Work.
  - i. As tax return preparers, we are prohibited from signing a tax return unless we have a reasonable belief that there is substantial authority for a tax position taken on the tax return or we have a reasonable basis for the tax return position taken on the return and we disclose this tax position in a separate attachment to the tax return.
  - j. The law imposes substantial penalties on taxpayers and tax advisors for failure to disclose listed and other reportable transactions on Form 8886, Reportable Transaction Disclosure Statement. In general, reportable transactions are potentially abusive transactions identified by the IRS that have a primary purpose of tax avoidance, including but not limited to listed transactions, confidential transactions, transactions with contractual protection, loss transactions, and transactions of interest. Furthermore, the law imposes substantial penalties on taxpayers and tax advisors for failure to disclose tax shelters on Form 8271, Investor Reporting of a Tax Shelter Registration Number. You agree to advise us of any tax shelters and/or reportable transactions identified in tax reference materials. Unless a reportable transaction is more likely than not to be sustained on its merits, IRC §6662A, Imposition of Accuracy-Related Penalty on Understatements with Respect to Reportable Transactions, requires us to disclose the reportable transaction in a separate attachment to the tax return. Similarly, unless a tax shelter is more likely than not to be sustained on its merits, IRC §6662(d)(2)(C)(ii), Imposition of Accuracy-Related Penalty on Underpayments, requires us to disclose tax shelters in a separate attachment to the tax return. If you do not consent to a required disclosure, we reserve the right to withdraw from the engagement, and you agree to compensate us for our services to the date of withdrawal.

- k. For series 1040 tax returns, we will not disclose your confidential tax information to another tax return preparer other than required by law or regulation without your consent. For tax returns other than the 1040 series, you authorize us to disclose your current year tax return information to our affiliates located outside the United States for the purposes of assisting us in preparation of your current year tax return. You acknowledge that by signing this engagement letter you consent that your current year non-1040 series tax return information will be disclosed to tax return preparers abroad when those affiliates are engaged to assist in preparation of your tax return.
- l. You will provide us financial information and supporting data necessary to prepare your tax returns. You must provide us accurate and complete information. Income, gains and losses from all sources, including those outside the U.S., is required. You agree and accept the burden that the consequences of inadequate documentation may include disallowance of tax benefits.
- m. You are responsible for ensuring that personal expenses, if any, are segregated from business expenses and that expenses such as meals, travel, vehicle use, gifts, and related expenses are supported by documentation and records required by the IRS and other tax authorities. In preparing your returns, we rely on your representations that we have been informed of all bartering transactions and that you understand and have complied with the documentation requirements for your expenses and deductions. At your written request, we are available to provide you with written answers to your questions on the types of supporting records required.
- n. On June 21, 2018, the U.S. Supreme Court reversed the long-standing physical presence nexus standard in South Dakota v. Wayfair, Inc. et. al. This decision significantly changed the landscape of sales and use tax compliance, especially for online sellers. If you wish to understand the impact of the decision on your business, please so advise and we will confirm this in a separate Statement of Work.
- o. You are responsible for determining your tax filing obligations with any state or local tax authorities, including, but not limited to, income, franchise, sales, use, property or unclaimed property taxes. You agree that we have no responsibility to research these obligations or to inform you of them. Therefore, we will only prepare the tax returns for the entities and tax agencies listed in the engagement letter, unless you notify us in writing of any changes. Please contact us if you require assistance in determining your state and local tax filing obligations.
- p. You are responsible for informing us of all foreign transactions, assets owned directly or indirectly, including but not limited to, financial accounts with foreign institutions, other foreign non-account investments, and ownership of any foreign entities, regardless of amount. If upon review of the information you have provided to us, including information that comes to our attention, we believe that you may have additional filing obligations, we will notify you. Failure to timely file the required forms may result in substantial civil and/or criminal penalties. You agree to provide us with complete and accurate information regarding any foreign investments in which you have a direct or indirect interest, or over which you have signature authority, during the tax years to which this engagement applies. The foreign reporting requirements are very complex. If you have any questions regarding the application of the reporting requirements for your foreign interests or activities, please ask us and we will respond in writing. Only advice that is in writing may be relied upon. We assume no liability for penalties associated with the failure to file or untimely filing of any of these forms.
- q. You are responsible for complying with the tax filing requirements of any other country. You acknowledge and agree that we have no responsibility to raise these issues with you.
- r. You are responsible for advising us of any changes in ownership so we can properly reflect those on the tax returns.
- s. The IRS permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the return's due date. Your consent to such a discussion is evidenced by checking a box on the return. Unless you tell us otherwise, we will check that box authorizing the IRS to discuss your return with us.
- t. By executing this engagement letter, you consent to JMCO using your tax return information to send to you, by any medium: firm newsletters, surveys, press releases, information concerning firm seminars and nontax-related services, and any other communication sent to some or all of the firm's clients. This consent shall be valid for five years. The disclosure will include name, address and tax return form type and you acknowledge, by signing this engagement letter, that you have the right to consent to a disclosure of less information, but have decided, without coercion, that you consent to the disclosure of name, address and tax return form type. This consent is not conditioned on our providing services to you.
- u. It may become necessary to apply for an extension of the filing deadline if there are unresolved issues or delays in processing, or if we do not receive all the necessary information from you on a timely basis. Applying for an extension of time to file may extend the time available for a government agency to undertake an audit of your return or may extend the statute of limitations to file a legal action. All taxes owed are due by the original filing due date. Additionally, extensions may affect your liability for penalties and interest or compliance with governmental or other deadlines.

- v. Federal, state and local taxing authorities impose various penalties and interest charges for non-compliance with tax laws and regulations, including failure to file or late filing of returns and underpayment of taxes. You, as the taxpayer, remain responsible for the payment of all taxes, penalties and interest charges imposed by tax authorities.
- w. You authorize that any and all information furnished to us for or in connection with the preparation of tax returns other than 1040 series returns under this engagement letter may, for a period of up to three years from the date of this engagement letter, be disclosed to our designated third-party services, located outside the United States, engaged directly or indirectly in providing tax planning or preparation of tax returns. If you wish to request a limited disclosure of tax return information, you must inform us.
- x. There are specific tax implications of investing in digital assets (e.g., virtual currencies such as Bitcoin, non-fungible tokens, virtual real estate and similar assets). The IRS and some other jurisdictions consider these to be property for tax purposes. As such, any transactions in, or transactions that use, digital assets are subject to the same general tax principles that apply to other property transactions.
- y. If you transacted in digital assets during the tax year, you may have tax consequences and/or additional reporting obligations associated with such transactions. You agree to provide us with complete and accurate information regarding any transactions in, or transactions that have used, digital assets during the applicable tax year. If you have any questions regarding your digital assets and/or transactions, please ask us, and we will respond in writing.
- z. Centralized Partnership Audit Regime Under the Bipartisan Budget Act of 2015(BBA) - You are encouraged to seek the advice of your attorney for matters related to the BBA. The regime of partnership (and entities that file 1065 series returns) audits was substantially changed in 2018 as part of the BBA. Form 1065 partnership pass-thru entity filers are generally audited and assessed at the entity level under the BBA. Some partnership filing entities are eligible to opt out of the BBA while other entities may elect to opt in. Each year a partnership must consider (if it is eligible) whether to opt in or out of the BBA. Your attorney can help with this election. If this engagement is for a pass-thru entity subject to these audit rules, our engagement does not include advising on whether to opt in or opt out of the BBA. If you choose to opt in to the BBA and will so elect on your tax filing, we will require additional information to complete the return. If you choose to opt in, the entity will need to designate an individual (and it may also designate an entity) to serve as partnership representative and provide the address and telephone number of that individual so designated.

11. **Force Majeure** – Neither Client nor JMCO shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, epidemic, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.

12. **Indemnification** – Client, its officers and directors hereby agrees to indemnify; agrees to pay for the defense (with counsel of JMCO's choosing) of JMCO, (including JMCO's principals, employees and authorized agents) and agrees to hold JMCO harmless from any and all suits, claims, actions, proceedings, liabilities, judgments, losses and costs whatsoever (including but not limited to attorneys' fees and litigation costs) arising in connection with any services performed or products provided by JMCO pursuant to, or under the cover of this engagement letter (Indemnity) as described in this paragraph. This Indemnity relates only to circumstances (1) in which there is a knowing misrepresentation by Client and/or its management relating to this engagement (2) arising out of or relating to claims by Client's employees or former employees/contractors for our critiques of employee performance (3) third party use of JMCO work product and (4) posting or dissemination of partial and/or inaccurate copies of our reports and/or workproduct as described in 24 below. The foregoing indemnity is intended to apply to the extent not contrary to applicable law and/or regulations governing the provision of professional services. This provision shall survive the termination of this engagement for a period of five years. **Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.**

13. **Errors, Fraud, Theft, Embezzlement, Illegal Acts** – Unless our engagement letter specifically obligates JMCO to search for fraud, theft, embezzlement and/or illegal acts, JMCO services cannot be relied upon to disclose errors, fraud, theft, embezzlement or other illegal acts that may exist, nor will we be responsible for the impact on our services of incomplete, missing, or withheld information, or mistaken or fraudulent data provided from any source or sources. However, we will inform you of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Client is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing JMCO about all known or suspected fraud affecting Client involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial information. Client responsibilities include informing JMCO of Client knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, Client is responsible for identifying and ensuring that the Client complies with applicable laws and regulations.
14. **Document Retention and Ownership** – The parties agree that JMCO will endeavor to retain documents and records in accordance with the Firm’s Record Retention and Destruction Policy. Client agrees that after the specified period of retention expires (typically seven (7) years), documents and records may not be available. However, the related engagement records will not be destroyed regardless of the retention period, if JMCO has knowledge of potential or pending legal action and/or investigation by a regulatory agency, and it has been determined by the Firm that the records in question are relevant to said legal action and/or investigation. If it is determined that the records in question are relevant to the legal action and/or investigation, the Firm will impose a litigation hold on the records thereby suspending the scheduled destruction of the records. As potential or pending legal action or an investigation may not be public knowledge, we request that you inform us of any such legal action or investigation in a timely manner. Likewise, we request that you inform us when all legal action or investigation has been concluded so that the Firm can release the litigation hold and the records related to our engagement can be destroyed in accordance with our Record Retention and Destruction Policy. JMCO does not retain original client records or documents. Records prepared by us specifically for you as part of this engagement (for example, financial statements and other financial reports, tax returns, general ledgers, depreciation schedules, etc.) and other supporting records prepared by JMCO (for example, adjusting entries and related support, data combining schedules, calculations supporting amounts in tax returns and financial statements, letters, memos and electronic mail, etc.) will remain part of the engagement records. When any records are returned or provided to you, it is your responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. JMCO owns and retains the rights to JMCO’s internal working papers; any information created by JMCO is not the property of Client. In the event that documents are requested by the Representative or any other individual considered by law or regulation to be our client we will furnish the documents readily available in the Client file in a .pdf format (which shall not include any obligation on JMCO’s part to undertake a search of JMCO’s electronic document and email files) to the requesting party. The privacy policy of JMCO is available on our website at [JMCO.com/privacy-policy/](http://JMCO.com/privacy-policy/)
15. **Hosting of Client Data** – JMCO does not Host, is not the custodian of, and accepts no responsibility for Client financial and non-financial data. Client acknowledges that it has sole responsibility for the storage and preservation of its financial and non-financial data.
16. **Brokerage Information** – From time-to-time Client may arrange and/or provide information to JMCO that includes investment holdings, transactions, arbitrage positions and investment strategies in addition to other asset holdings. JMCO utilizes information provided for purposes of financial statements and tax filings. JMCO does not provide investment analysis, strategies and/or risk analysis of investment portfolios. A JMCO affiliate, James Moore Wealth Management, LLC, a registered investment advisor, does provide investment advice under the terms of separate engagement understandings. Clients desiring services from James Moore Wealth Management, LLC should establish a separate understanding for those services. JMCO does not share information with James Moore Wealth Management, LLC, absent a specific written understanding with Client. Client agrees that this engagement does not include evaluation of investments, transaction and strategies.
17. **Professional Standards** – JMCO will perform this engagement in accordance with the professional standards applicable to the engagement including those standards promulgated by the American Institute of Certified Public Accountants. In the event that issues arise that present a conflict of interest and/or a potential for breach of professional standards it may become necessary to terminate or suspend services of this engagement. We will notify you if this issue arises.

18. **Use of Third-Party Providers** – In the normal course of business, JMCO uses the services of third-parties and individual contractors, which are not employees of JMCO. Some third-party providers are located inside, and some are outside the United States. You may notify us that you do not wish to have your work done by third-party providers, which may delay the completion of services and increase the price for services to amounts in excess of initial estimates. Those third-party services are performed at various levels and in various aspects of JMCO’s engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement JMCO may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require JMCO to handle confidential information and JMCO expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, JMCO requires those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Client acceptance of this arrangement acknowledges and accepts our handling of confidential Client information including access by third-party and individual service providers.
19. **Information Shared with Professional Service Affiliates** – JMCO’s professional service affiliates include James Moore Advisory, LLC which offers professional services including Human Resources, Technology and Data Analytics. From time-to-time JMCO shares information about entity (not individuals) clients such as name, address, email address, industry identifiers, enterprise size, contacts and phone number information with our professional service affiliates in connection with outreach programs to inform of services available through JMCO and its affiliates. No other information is shared with our affiliates unless you engage an affiliate to provide services at which time information necessary to provide services is shared between JMCO and its professional service affiliates. By signing the engagement letter, you expressly consent to the sharing of general information with JMCO’s professional service affiliates about JMCO entity clients. If you do not agree to the sharing of information with our professional service affiliates, inform us and we will not share identified information.
20. **Limitation of Liability and Actions** – Neither party may assert against the other party any claim in connection with this engagement unless the asserting party has given the other party written notice of the claim within one (1) year after the asserting party first knew or should have known of the facts giving rise to such claim. Notwithstanding anything to the contrary, JMCO’s maximum aggregate liability in this engagement (regardless of the nature of the any claim asserted, including contract, statute, any form of negligence, tort, strict liability or otherwise and whether asserted by Client, JMCO or others) shall be limited to twice the sum of the fees paid to JMCO during the term of this annual engagement. In no event shall JMCO be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if JMCO had been advised of their possible existence. This provision shall survive the termination of this engagement letter. **Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.**
21. **Mediation** – Prior to resorting to arbitration or litigation that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement the parties agree to attempt resolution of any dispute in mediation administered by and conducted under the rules of the American Arbitration Association (AAA) in mediation session(s) in Alachua County, Florida. Unless the parties agree in writing to the contrary, the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party may disclose any facts to the other party or to the mediator that it in good faith considers reasonably necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties. The costs of any mediation proceeding shall be shared equally by the participating parties. If, for any reason, the matter is not resolved within ninety days after the first request for mediation, then mediation shall not be required under the terms of this engagement letter.
22. **Binding Arbitration** – All disputes not resolved by mediation (as described above) arising out of and/or related to the services and/or relationship with JMCO and Client will be resolved through binding arbitration. **The parties agree that they are irrevocably voluntarily waiving the right to a trial by jury by entering into this voluntary binding arbitration agreement.** The arbitration proceeding shall take place in Alachua County, Florida. The arbitration shall be governed by the provisions of the laws of Florida (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of Florida shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for

Professional Accounting and Related Disputes or, if none, then the Commercial Rules of the American Arbitration Association (AAA), except that discovery shall be limited to identification of witnesses, exchange of expert reports, deposition of experts only, exchange of documents in the Client file and interrogatories and shall not include any exchange of e-mail or any requirement to produce or search for e-mail. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below). For amounts in dispute less than One Million Dollars, the arbitration shall be conducted before a single arbitrator appointed as a neutral by the AAA. The single arbitrator shall be both a licensed attorney and a licensed certified public accountant at the time of appointment as the arbitrator. If the amount in dispute is One Million Dollars or more, the arbitration shall be conducted before a panel of three persons, all panel members must be members of the AAA's panel of neutrals with one arbitrator selected by each party (party selection shall be completed within twenty days of receipt of the panel nominees from the AAA or, failing party selection the panel members shall be appointed by the AAA), and the third member of the panel will be selected by the AAA will be licensed as a certified public accountant at the time of appointment to the panel (the "Arbitration Panel"). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award, the Arbitration Panel shall issue a reasoned award. The Arbitration Panel is directed to award attorneys' fees and costs along with the costs of the arbitration proceeding to the prevailing party as determined by the Arbitration Panel. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same dispute would be barred by the applicable statute of limitations or statute of repose or this engagement letter. For the purposes of applying the statute of limitations or repose or this engagement letter, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such dispute. **In agreeing to arbitration, we both acknowledge that each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.**

23. **Employees** – Both Client and JMCO agree that they will not employ any employee of the other within one year of the employee's last day of employment with the other, unless mutually agreed upon in writing. Employment of a former employee within one year of the employee leaving the other party may cause significant economic losses and/or breach of professional standards for JMCO and potential economic loss and/or potential conflicts of interest for Client. If this provision is breached, the hiring party will pay 3 months' salary of the employee to the non-hiring party.
24. **Posting and Distribution of Information** – Except when dissemination is required by a public records law, JMCO's permission is required prior to distribution or posting of JMCO work product. If Client plans to distribute or post online any of JMCO's work product, a copy of the document, reproduction master or proof will be submitted to JMCO not less than seven days prior to distribution or posting to provide JMCO sufficient time for our reading and approval prior to distribution or posting. If, in our professional judgment, the circumstances require, we may withhold our written consent. Client agrees that prior to posting an electronic copy of any of JMCO's work product, including but not limited to financial statements and our report(s) thereon, that Client will ensure that there are no differences in content between the electronic version posted and the original signed version provided to management by JMCO.
25. **Independent Contractor** – Client and JMCO are both independent contractors and neither Client nor JMCO are, or shall be considered to be, an agent, distributor or representative of the other. Neither Client nor JMCO shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf, or in the name of, the other.
26. **Assignment** – Neither party may assign any of its rights or obligations under the terms of this engagement without the prior written consent to the other.
27. **Additional Work** – From time-to-time Client may request that JMCO undertake to complete additional work. In the event that such work is undertaken without a separate written engagement understanding then the terms of this engagement letter including these Standard Terms and Conditions shall govern the additional work.

28. **Notice/Waiver** – The parties agree that notice is effective between the parties is made through any of the following: E-mail acknowledged as received by the party to which it was addressed, Certified Mail to the most recent address of the parties, hand delivery of written document via courier. No waiver of any provision of these Standard Terms and Conditions and the engagement letter will constitute a waiver of any prior, concurrent or subsequent failure of either party to comply with the provision hereof and no waiver will be effective unless made in writing.
29. **Withdrawal** – JMCO may elect to suspend or terminate services rendered under the terms of the engagement for any reason or no reason at all. Client may elect to terminate services rendered under the terms of the engagement for any reason or no reason at all.
30. **Corporate Transparency Act/Beneficial Ownership Reporting** – Beginning January 1, 2024, some entities are required to make filings disclosing beneficial ownership interests. These filings are frequently due within thirty days of some transactions. Violations of these reporting obligations are subject to serious punishment. Assisting you with your compliance with the Corporate Transparency Act (“CTA”), including beneficial ownership information (“BOI”) reporting, is not within the scope of this engagement. You have sole responsibility for your compliance with the CTA, including its BOI reporting requirements and the collection of relevant ownership information. You agree that we shall have no liability resulting from your failure to comply with CTA. Information regarding the BOI reporting requirements can be found at <https://www.fincen.gov/boi>. Consider consulting with legal counsel if you have questions regarding the applicability of the CTA’s reporting requirements and issues surrounding the collection of relevant ownership information.
31. **Entire Understanding** – This engagement letter constitutes the entire understanding between the parties regarding the JMCO services and supersedes all prior understandings relating to JMCO services. No amendment, modification, waiver or discharge of the terms of this engagement letter shall be valid unless in writing and signed by authorized representatives of both parties. This understanding has been entered into solely between Client and JMCO, and no third-party beneficiaries are created hereby. In the event any provision(s) of the terms of this document shall be invalidated or otherwise deemed unenforceable, such finding shall not cause the remainder of this document to become unenforceable. The proper venue for all actions involving the relationship between JMCO and Client are the tribunals of principal jurisdiction in Alachua County, Florida. This document may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this document must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties and all other persons or entities required by law. An electronically transmitted signature or acknowledgment will be deemed an acceptable original for purposes of binding the party providing such electronic signature.

# WARREN, STONE & ASSOCIATES, LLC

CERTIFIED PUBLIC ACCOUNTANTS AND BUSINESS ADVISORS

## Report on the Firm's System of Quality Control

April 23, 2024

To the Members of  
James Moore & Co., P.L.  
and the Peer Review Committee of the Florida Institute of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

*Warren, Stone & Associates, LLC*

Warren, Stone & Associates, LLC

## CONTRACT EXTENSION AGREEMENT

### Month-to-Month Service Extension

Between **SwiftWorks Technology LLC** and **Workforce Escarosa, Inc. dba CareerSource Escarosa**

**Reference:** 20240322-121843098-EXT

**Date of Extension:** March 27, 2025

This Contract Extension Agreement ("Extension") is entered into by and between **SwiftWorks Technology LLC** ("SwiftWorks"), located at 1975 Heinrich Street, Pensacola, Florida 32507, United States, and **Workforce Escarosa, Inc. dba CareerSource Escarosa** ("Client"), located at ~~3670 North L Street~~ <sup>6913 N. 9th Ave</sup>, Pensacola, FL 32505, United States, collectively referred to as the "Parties." This Extension amends and extends the original Statement of Work ("SoW") dated March 22, 2024, with Reference Number 20240322-121843098, which was effective from April 1, 2024, to March 31, 2025. *MAM*

### Purpose

The original SoW, set to expire on March 31, 2025, provided for Staff Augmentation as a Hybrid Service for a 12-month term. The Parties mutually agree to extend the terms of the original SoW on a month-to-month basis, effective April 1, 2025, under the conditions outlined below. *MAM*

### Terms of Extension

#### 1. Extension Term:

The services outlined in the original SoW shall continue on a month-to-month basis, commencing April 1, 2025, and renewing automatically each month unless terminated by either Party in accordance with the termination provisions below. *MAM*

#### 2. Scope of Services:

The scope of services shall remain as defined in the original SoW (Pages 2-3), including the provision of a Management Information System (MIS) Quality Assurance Manager fulfilling the essential duties and responsibilities as outlined therein. No changes to the scope of services are introduced by this Extension unless mutually agreed upon in writing. *MAM*

#### 3. Pricing & Invoicing:

- The pricing structure from the original SoW shall remain in effect: **\$5,000.00 per month** for Staff Augmentation, based on 160 hours per month at \$31.25 per hour. *MAM*

- Invoices will continue to be generated at the beginning of each month with **Net30 Terms**, requiring payment within 30 days from the date of issue. MJM
- Additional services or hours, if requested, will be subject to the change management process outlined in the original SoW and may incur additional costs. MJM

**4. Termination:**

- Either Party may terminate this month-to-month Extension by providing **30 days' written notice** to the other Party. MJM
- The Client retains the right to unilaterally terminate this Extension in accordance with the conditions outlined in the original SoW (Page 8, Section 17), including funding reductions or failure to perform, provided SwiftWorks is afforded the opportunity to rectify deficiencies prior to final termination. MJM
- Upon termination, all obligations, including payment for services rendered up to the termination date, shall be honored. MJM

**5. Continuation of Original Terms:**

Except as modified herein, all terms, conditions, and provisions of the original SoW (Pages 1-9), including but not limited to confidentiality, intellectual property, dispute resolution, governing law (State of Florida), and compliance with federal and state regulations, shall remain in full force and effect. MJM

**6. Effective Date:**

This Extension shall take effect on **April 1, 2025**, immediately following the expiration of the original 12-month term. MJM

**Acceptance**

IN WITNESS WHEREOF, the Parties have caused this Extension Agreement to be duly executed as of the date set forth below.

**SwiftWorks Technology LLC**

Signature: \_\_\_\_\_

Printed Name: Scott Harvey

Title: CRO

Date: March 27, 2025

MJM

**Workforce Escarosa, Inc. dba CareerSource Escarosa**

Signature: M McBride 3-27-2025

Printed Name: Marcus McBride

Title: CEO

Date: March 27, 2025

# CareerSource Escarosa - Hybrid Staff Augmentation

## CareerSource Escarosa

6913 N 9th Ave  
Pensacola, FL 32504  
United States

## Marcus McBride

mmcbride@careersourceescarosa.com  
+12053703806

Reference: 20240322-121843098

Quote created: March 22, 2024

Quote expires: April 21, 2024

Quote created by: Scott Harvey

Chief Revenue Officer

scott.harvey@swiftworks.tech

+18503912382

### Comments from Scott Harvey

We appreciate your business and look forward to partnering with you as you serve the community!

## Products & Services

Item & Description	Quantity	Unit Price	Total
Staff Augmentation 1Y Monthly Payment	160	\$31.25	\$5,000.00 / month
Staff Augmentation, 1 Year, 160 hours p/m @ 31.25 p/h		/ month	for 1 year
Monthly Payments			
	Monthly subtotal		\$5,000.00
		<b>Total</b>	<b>\$5,000.00</b>

## Purchase Terms

### Contract Between Workforce Escarosa, Inc. dba CareerSource Escarosa (Client) and SwiftWorks Technology LLC(Contractor)

#### Overview:

This Statement of Work ("SoW") outlines the details and expectations for the Staff Augmentation as a Hybrid Service provided by SwiftWorks Technology LLC. This Statement of Work ("SoW") is delivered by SwiftWorks Technology LLC ("SwiftWorks")(Contractor) to Workforce Escarosa, Inc. dba CareerSource Escarosa hereafter referred to as ("Client"). and is entered into in accordance with the agreements in this SoW. The purpose of this document is to provide a clear definition of the scope and to outline the activities that SwiftWorks intends to perform or services to deliver. Any change in scope identified after this SoW has been agreed will be managed under SwiftWorks & Client's change management process and may affect pricing, resource effort, duration, and timelines. All scope of services listed in this agreement only apply to the nodes or products listed in the pricing section.

#### Scope of Services:

Fulfill following role through remote/hybrid support during business hours Monday through Friday 7:30AM – 4:30PM:

The Management Information System (MIS) Quality Assurance Manager reports to the Chief Executive Officer and serves as the subject matter expert for programmatic and systematic issues related to the data and analyses of data captured at CareerSource Escarosa (CSE). The MIS Quality Assurance Manager is responsible for development and implementation of data integrity processes; detection and resolution of problems; and the delivery of satisfactory outcomes. The MIS Program Manager must be a detailed-oriented individual who is highly capable of administering and coordinating CSE's testing and MIS platform. The MIS Program Manager administers and provides oversight for the Test for Adult Basic Education (TABE), Ready to Work (RTW), Kinexa and various assessments administered to program participants at CSE. The MIS Program Manager also provides internal and external training on MIS platforms for CSE team members and community partners. The MIS Program Manager serves as the Regional Security Officer for access and security of CSE's platforms and is ultimately responsible for ensuring compliance with regional and/or state data entry requirements for all programs provided by CSE.

To perform this job successfully, the individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Essential duties and responsibilities include the following:

- Coordinates, designs, schedules, and implements MIS training/technical assistance for CSE One Stop Centers and affiliates
- Ensures that appropriate CareerSource Escarosa team members are aware of MIS management and reporting requirements/capabilities
- Collaborates with the CSE Leadership Team to fulfill requests made to obtain MIS reports
- Completes required monitoring of programmatic performance and fiscal policies as they pertain to federal, state, and local policy
- Coordinates Tier I and Tier II level trainings and records outcomes for local and state compliance
- Adheres and exemplifies the confidentiality policy relative to customer/program participant information
- Ensures that customer/participant information is properly handled, protected, and shared only with those persons having an official requirement for such information
- Attends workshops and provides instructions on data entry and other programmatic requirements and procedures as required by federal, state, and/or CSE
- Serves as the liaison between Escarosa and the federal/state policy makers to ensure clear, concise understanding of local policies and governing laws and regulations as they relate to the current MIS systems

- in use

- Responsible for monitoring functions pertaining to services provided and data collected in accordance with the program requirements and/or other sources of compliance.

**Duration:**

This Agreement is for 12-months starting on the first day of the month after signature.

**Assumptions:**

1. SoW Initiation: Services will commence upon the initial Kick-off of the installation phase.
2. Access to Resources: The client will provide SwiftWorks Technology LLC with access to the necessary facilities, systems, and personnel required to perform the services outlined in the SOW.
3. Change Management: Any changes in scope, requirements, or objectives will be addressed through a formal change management process. Changes may affect timelines, resource allocation, and costs.
4. Client Responsibilities: The client is responsible for providing timely feedback, approvals, and decisions necessary for progress. Delays caused by the client may impact support response timelines.
5. Confidentiality: Both parties will adhere to strict confidentiality and data protection measures, ensuring the security of sensitive information shared during the performance of this agreement and the following 12 months.
6. Regulatory Compliance: This agreement will be carried out in compliance with all applicable laws, regulations, and industry standards.
7. Force Majeure: Neither party shall be liable for delays or non-performance caused by events beyond their reasonable control, such as natural disasters, acts of terrorism, or government actions.
8. Payment Terms: Payment terms, including milestones and invoicing details, will be as specified in the SoW under the pricing section or as agreed upon in the Master Services Agreement.
9. Termination: This SoW may be terminated in line with the terms outlined in this SoW.
10. Dispute Resolution: Any disputes arising from the services provided will be resolved through good-faith negotiations. If not resolved, disputes will be subject to mediation or arbitration in accordance with the laws of the state of Florida.
11. Reference Usage: The client agrees to allow SwiftWorks Technology LLC to use the client's name, logo, and project; as a reference for its marketing materials and website unless otherwise specified in the SoW. All use must be in accordance with the clients' branding guide.
12. Place of Performance: The client agrees that all work will be performed remotely or onsite within the Pensacola metropolitan. In the event that any SwiftWorks employee needs to travel outside of the Pensacola metropolitan area to perform portions of this contract all travel expenses will be invoiced back to the Client.

**Pricing & Invoicing:**

Invoicing will commence on the first day of the month following the completion of the initial kick-off presentation, scheduled in accordance with the Client Implementation timeline and availability.

The pricing structure incorporates a discount applied to a 12-month contract, calculated on a monthly basis. The cost is fixed for each node per month over the entire 12-month period. Additional add-on's can be requested at any time during the contract, incurring additional costs but aligning with the co-termination outlined in this agreement.

Invoices will be generated at the beginning of each month. Additional nodes can be seamlessly added at any time without incurring extra onboarding costs. All invoices adhere to Net30 Terms, requiring payment within 30 days from the date of issue. Initial onboarding is a total one-time cost of the first month cost due upon signature.

**Legal Terms:****Dispute Resolution:****Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action or proceeding arising out of or relating to this Agreement shall be commenced and maintained exclusively in the state or federal courts located within the State of Florida.

**Mediation:**

In the event of a dispute arising from or in connection with this Agreement, the parties agree to first attempt to resolve the dispute through mediation, administered by a mutually agreed-upon mediator in accordance with the rules of the American Arbitration Association (AAA).

**Arbitration:**

If mediation does not resolve the dispute, the parties agree that any and all disputes, claims, or controversies arising out of or relating to this Agreement shall be submitted to binding arbitration under the rules of the AAA. The arbitration shall take place in the State of Florida, and the decision of the arbitrator shall be final and binding upon the parties.

**Confidentiality:****Confidentiality Obligations:**

Both parties agree to maintain the confidentiality of any non-public information obtained during the course of this Agreement. This includes but is not limited to trade secrets, proprietary information, and client data.

**Intellectual Property:****Ownership of Work Product:**

Any work product, designs, software, or intellectual property created by SwiftWorks Technology LLC during the execution of services shall remain the exclusive property of SwiftWorks Technology LLC unless otherwise agreed upon in writing.

**Indemnification:**

The client agrees to indemnify and hold SwiftWorks Technology LLC harmless from any claims, losses, liabilities, costs, and expenses (including attorneys' fees) arising from the client's breach of this Agreement, negligence, or willful misconduct.

**Limitation of Liability:****Limitation of Liability:**

In no event shall SwiftWorks Technology LLC be liable to the client or any third party for any indirect, incidental, consequential, special, or punitive damages, including lost profit, lost revenue, or loss of business reputation, arising out of or in connection with this agreement.

**Insurance:**

SwiftWorks Technology LLC shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The client shall be named as an additional insured under SwiftWorks Technology LLC's policy.

**Force Majeure:**

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond the reasonable control of the affected party, including but not limited to acts of God, war, terrorism, civil unrest, government actions, labor disputes, and natural disasters.

**Entire Agreement:**

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral,

relating to such subject matter.

**Amendment:**

No amendment or modification of this Agreement shall be valid or binding unless made in writing and signed by duly authorized representatives of both parties.

**Severability:**

If any provision of this Agreement is held to be invalid, illegal, or unenforceable under any applicable law, such provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and the remaining provisions of this Agreement shall remain in full force and effect.

**Waiver:**

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or any other provision thereof.

**Execution:**

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

1. Compliance With Policies and Laws

The warranty of this Section specifically includes compliance by Contractor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor will comply, as applicable, with the provisions of the David-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements.

2. Certification Regarding Debarment, Suspension and Other Matters

Contractor certifies that it is not currently debarred, suspended, or excluded from the or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Partied Excluded from Federal Procurement or Non-Procurement Programs.

3. Non-Discrimination, Equal Opportunity Assurances, Certifications, Other Provisions

As a condition of funding from CareerSource under Title I of the WIOA, Contractor assures that it will comply fully with the following:

- a. Title IV of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
- b. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- c. Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs
- d. The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et. seq., which prohibits discrimination on the basis of age
- e. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- f. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a

lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.

g. The Americans with Disabilities Act of 1990, P.L 101-336, prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

h. Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with the Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, require that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contactor/subcontractor to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin as supplemented in Department of Labor regulation 29 CFR Part 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.

i. Contractor also assures that it will comply with the 29 CFR Part 37 and all other regulations implementing the laws listed above. The assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

#### 4. Certification Regarding Clean Air Act, Water Act, Energy Efficiency and Environmental Standards, Solid Waste

##### Clean Air and Water Act:

When applicable, if this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violation of the above to the contract manager. Energy Efficiency: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163) Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (D conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Contractor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962)

#### 5. Certification Regarding Lobbying and Integrity

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this agreement is in excess of \$100,000, Contractor must, prior to the contract execution, complete the Certification Regarding Lobbying Form.

#### 6. Confidentiality

It is understood that the Contactor shall maintain the confidentiality of any information, regarding CareerSource customers and the immediate family of any applicant or customer, that identifies or may be used to identify them, and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contactor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource Escarosa purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource Escarosa or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to

governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

#### 7. Rights to Data/Copyrights and Patents

The Board, State of Florida, and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

#### 8. Monitoring

At any time as often as CareerSource Escarosa, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United State and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpt or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Contractors expense, at reasonable locations as determined by CareerSource Escarosa. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CareerSource Escarosa.

#### 9. Public Announcements and Advertising

Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

#### 10. Public Entity Crimes

Contractor shall comply with subsection 287.L33(2)(a), F.S. whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to public entity: may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work: may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.012, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

#### 11. The Pro-Children Act

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved subcontracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

#### 12. Procurement of Recovered Materials

*Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended*

by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

13. Domestic Preferences for Procurements

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

14. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See Public Law 115-232, section 889 for additional information and 2 CFR part 200.471

15. Provision of Services

Contractor agrees to provide goods and services as specified on Attachment 1.

16. Terms

*This Agreement shall become effective April 1, 2024 and shall remain in force until March 31, 2025, unless otherwise terminated as provided for herein.*

17. Termination for Default/Convenience

This SoW may be terminated in the following ways: Either party may request termination of this SoW upon written notice 30 days prior. The Client may unilaterally terminate or modify this agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this agreement is funded. The Client may unilaterally terminate this agreement at any time it is determined that: SwiftWorks failed to provide any of the services in this SoW; or SwiftWorks failed to comply with provisions of this SoW; or Such termination is in the best interest of the Client. Notice must be provided in writing to SwiftWorks within 5 business days.

*If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource Escarosa, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.*

*In the event this modified agreement is terminated for cause, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.*

*In instances where Vendors/sub grantees violate or breach modified agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.*

**IN WITNESS WHEREOFF**, SwiftWorks Technology LLC and CareerSource Escarosa have caused this agreement to be duly executed as of the date set forth below.

## Signature



Marcus McBride (Apr 23, 2024 11:25 CDT)

Signature

23/04/2024

Date

Marcus McBride

Printed name

---

## Signature



Countersignature

29/04/2024

Date

Kathaleen Cole

Printed name

## Countersignature



Countersignature

22/04/2024

Date

Scott Harvey

Printed name

Scott Harvey  
Chief Revenue Officer  
SwiftWorks Technology LLC  
418 West Garden Street  
Suite 214  
Pensacola, FL 32502  
850-201-2815  
Scott.harvey@swiftworks.tech











# CareerSource Escarosa - Hybrid Staff Augmentationv2

Final Audit Report

2024-04-29

Created:	2024-04-22
By:	Scott Harvey (scott.harvey@swiftworks.tech)
Status:	Signed
Transaction ID:	CBJCHBCAABAATywpRXkQcluUGIIAGDVqFQ08MqkM5wb5

## "CareerSource Escarosa - Hybrid Staff Augmentationv2" History

-  Document created by Scott Harvey (scott.harvey@swiftworks.tech)  
2024-04-22 - 9:29:35 PM GMT
-  Document emailed to Marcus McBride (mmcbride@careersourceescarosa.com) for signature  
2024-04-22 - 9:29:41 PM GMT
-  Document emailed to Kathaleen Cole (kcole@fortisinstitute.edu) for signature  
2024-04-22 - 9:29:41 PM GMT
-  Document emailed to Scott Harvey (scott.harvey@swiftworks.tech) for signature  
2024-04-22 - 9:29:41 PM GMT
-  Email viewed by Scott Harvey (scott.harvey@swiftworks.tech)  
2024-04-22 - 10:14:21 PM GMT
-  Document e-signed by Scott Harvey (scott.harvey@swiftworks.tech)  
Signature Date: 2024-04-22 - 10:14:39 PM GMT - Time Source: server
-  Email viewed by Marcus McBride (mmcbride@careersourceescarosa.com)  
2024-04-23 - 4:19:39 PM GMT
-  Document e-signed by Marcus McBride (mmcbride@careersourceescarosa.com)  
Signature Date: 2024-04-23 - 4:25:22 PM GMT - Time Source: server
-  Email viewed by Kathaleen Cole (kcole@fortisinstitute.edu)  
2024-04-29 - 9:00:46 PM GMT
-  Document e-signed by Kathaleen Cole (kcole@fortisinstitute.edu)  
Signature Date: 2024-04-29 - 9:01:40 PM GMT - Time Source: server

✔ Agreement completed.

2024-04-29 - 9:01:40 PM GMT



**CONTRACT BETWEEN WORKFORCE ESCAROSA, INC.  
dba CAREERSOURCE ESCAROSA  
AND BUSINESS INFORMATION SOLUTIONS**

In consideration of the mutual covenant and stipulations set forth in the agreement herein, the parties hereby agree as follows:

**SCOPE OF WORK/ PERFORMANCE**

Business Information Solutions, Inc. will be contracted to provide services as follows:

- Introduce and monitor a help desk ticketing system for CSE staff to use when issues arise.
- Provide full help desk support for CSE staff.
- Network Administration – Maintain the availability, performance, and health as well as maintenance and firmware updates for Sonicwall FW and other network equipment.
- Help maintain Meraki WAP and create a streamlined approach for setting up CSE mobile devices for each user via Meraki DM.
- Oversee AV endpoint management and cybersecurity overall.
- Aid with deploying new software or app rollout and provide input into licensing.
- Reset passwords and unlock/ lock domain user accounts.
- Troubleshoot voicemail/calling issues within the COX.com web interface.
- Print server management.
- Group Policy overhaul and deployment.
- Update documentation/ policies as required.
- Provide audits of network security.
- Document and update disaster recovery and redundancy processes and manage server backups and hardware necessary for DR.
- Regular testing of image backups to ensure integrity of the backup process.
- Provide assistance with creating HW/SW renewal planning.
- Track hardware and software model, version, serial numbers, licensing model, end-of-life, warranty, and maintenance costs etc.
- Assist in developing, reviewing, and updating IT Security Policies on a scheduled and as-needed basis.
- Take over patching and ensure all Hosts, VM's, and endpoints have the latest software and security updates.
- Monitor servers (Hyper-V), network infrastructure, and other key local and cloud-based services 24-hour/ 7 days per week.
- All other details identified in Appendix A of this contract.

## **1. COMPLIANCE WITH POLICIES AND LAWS**

The warranty of this Section specifically includes compliance by Contractor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor will comply, as applicable, with the provisions of the David-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements.

## **2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS**

Contractor certifies that it is not currently debarred, suspended, or excluded from the or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

## **3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS**

As a condition of funding from CareerSource under Title I of the WIOA, Contractor assures that it will comply fully with the following:

- a. Title IV of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
- b. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- c. Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs
- d. The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et. seq., which prohibits discrimination on the basis of age
- e. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- f. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.
- g. The Americans with Disabilities Act of 1990, P.L 101-336, prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- h. Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with the Executive

Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, require that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/subcontractor to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin as supplemented in Department of Labor regulation 29 CFR Part 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.

- i. Contractor also assures that it will comply with the 29 CFR Part 37 and all other regulations implementing the laws listed above. The assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

#### **4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE**

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violation of the above to the contract manager. Energy Efficiency: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (D conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Contractor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962)

#### **5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY**

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this agreement is in excess of \$100,000, Contractor must, prior to the contract execution, complete the Certification Regarding Lobbying Form.

#### **6. CONFIDENTIALITY**

It is understood that the Contactor shall maintain the confidentiality of any information, regarding CareerSource customers and the immediate family of any applicant or customer, that identifies or may be used to identify then, and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contactor shall not divulge such information without the written permission of

the customer, except that such information which is necessary as determined by CareerSource purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

## **7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS**

The Board, State of Florida, and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

## **8. MONITORING**

At any time as often as CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United State and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpt or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Contractors expense, at reasonable locations as determined by CareerSource. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CareerSource.

## **9. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

## **10. PUBLIC ENTITY CRIMES**

Contractor shall comply with subsection 287.L33(2)(a), F.S. whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to public entity: may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work: may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.0t?, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **11. THE PRO-CHILDREN ACT**

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

## **12. PROCUREMENT OF RECOVERED MATERIALS**

Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

## **13. DOMESTIC PREFERENCES FOR PROCUREMENTS**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

## **14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See Public Law 115-232, section 889 for additional information and 2 CFR part 200.471

## **15. PROVISION OF SERVICES**

Contractor agrees to provide goods and services as specified in Appendix A.

## **16. TERMS**

This Agreement shall become effective **October 1, 2025**, and shall remain in force until **September 30, 2028**, unless otherwise terminated as provided for herein. CareerSource Escarosa shall have the option to extend the contract based on organizational needs and subject to funding availability.

## **17. TERMINATION FOR DEFAULT/CONVENIENCE**

This agreement may be terminated as follows:

- a. Either party may request termination of agreement upon 30 days prior written notice to the other party.
- b. The Board may unilaterally terminate or modify this agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this is agreement is funded.
- c. The Board may unilaterally terminate this agreement at any time that it is determined that:

- i Contractor fails to provide any of the services it has contracted to provide; or
- ii Contractor fails to comply with the provisions of this agreement; or
- iii Such termination is in the best interest of the BOARD
- iv Written notification of termination must be registered mail, return receipt requested.


If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this agreement is terminated for cause, Contractor shall be liable to the Board for damages sustained for any breach of this agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

In instances where Vendors/sub grantees violate or breach agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.


**IN WITNESS WHEREOFF**, Contractor and CareerSource have caused this agreement to be duly executed as of the date set forth below.

FOR THE BOARD

  
Marcus McBride (Dec 4, 2025 12:43:07 CST)  
\_\_\_\_\_  
Dr. Marcus L. McBride, CEO - CareerSource Escarosa

12/04/2025


\_\_\_\_\_  
Date

  
Lloyd Reshard (Dec 4, 2025 14:49:35 CST)  
\_\_\_\_\_  
Lloyd Reshard, Board Chair - CareerSource Escarosa

12/04/2025

\_\_\_\_\_  
Date

FOR THE VENDOR

  
\_\_\_\_\_  
Phillip Long, CEO - Business Information Solutions

12/04/2025

\_\_\_\_\_  
Date



# Quote

Quote Number: 7402

Payment Terms:  
Expiration Date: 01/02/2026

## Quote Prepared For

**Monitor .**  
**Careersource Escarosa**  
 6913 N. 9th Ave  
 Pensacola, FL 32504  
 United States  
 Phone:850-607-8700  
 monitor@monitorsarecool.com

## Quote Prepared By

**Buffie Twigg**  
**Business Information Solutions, Inc.**  
 21530 Professional Drive  
 Robertsdale, AL 36567  
 United States  
 Phone:  
 Fax:251-405-2548  
[btwigg@askbis.com](mailto:btwigg@askbis.com)


Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
<b>Monthly Items</b>					
1)	4	Sentinel Complete Care - Server Includes BIS Proactive Management Agent, Cisco DNS Cloud Security, Application Software Patching, Vendor Management, Asset Management, Quarterly Technical Business Reviews, Technology Roadmapping, Network Reporting Modules. Includes Remote and Onsite Support. SLA on Critical Issues 30 minutes. Support Hours are 7 AM - 6PM M-F Except Holidays. After Hours Billed at 1.5 Times Standard Hourly Rates.	\$83.9450	\$83.9450	\$335.78
2)	131	Sentinel Complete Care - Workstation Includes BIS Proactive Management Agent, Cisco DNS Cloud Security, Application Software Patching, Vendor Management, Asset Management, Quarterly Technical Business Reviews, Technology Roadmapping, Network Reporting Modules. Includes Remote and Onsite Support. SLA on Critical Issues 30 minutes. Support Hours are 7 AM - 6PM M-F Except Holidays. After Hours Billed at 1.5 Times Standard Hourly Rates.	\$41.4060	\$41.4060	\$5,424.19
3)	3	Sentinel Complete Care - Firewall Includes Application Configuration, Firmware Patching and Global Management System Monitoring. Includes Remote and Onsite Support. SLA on Critical Issues 30 minutes. Support Hours are 7 AM - 6PM M-F Except Holidays. After Hours Billed at 1.5 Times Standard Hourly Rates.	\$20.3425	\$20.3425	\$61.03
4)	3	Sentinel Complete Care - Wireless Access Point Includes Application Configuration, Firmware Patching and Global Management System Monitoring. Includes Remote and Onsite Support. SLA on Critical Issues 30 minutes. Support Hours are 7 AM - 6PM M-F Except Holidays. After Hours Billed at 1.5 Times Standard Hourly Rates	\$12.7720	\$12.7720	\$38.32

**Unless otherwise specifically stated, all recurring items are set for a thirty-six (36) consecutive month term, beginning with the first billing cycle. Upon expiration of the original term, and unless otherwise notified in writing by the Client at least forty-five (45) days prior to the renewal date, recurring items will automatically renew. Additional training or other Professional Services can be provided at our standard rates. Interest Charges on Past Due Accounts and Collection Costs for Overdue amounts shall be subject to an annual finance charge of 18%, or 1.5% monthly. In addition, the customer shall reimburse all costs and expenses for attorney's fees incurred while collecting any amounts past due. All contracts are subject to an annual service price increase based on market conditions.**

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
5)	4	BIS D2C Image Based Backup – Server SOC Managed Next Generation Encrypted SOC – HIPAA – FINRA – PCI – Compliant Chain Free Imaged Based Backup with Run from the Cloud functionality. Up to 2 TB Data Storage with Air GAP Technology and Auto Verify Data Protection.	\$81.37	\$81.37	\$325.48
6)	1	BIS Compliance Management Bundle 1 hour per quarter for compliance documentation and consultation, Dark Web Monitoring with collection of actual compromised data. 18 Month Forensic Log File Retention. Monitoring and Alerting of Systems Account Credentials. Systems Change Management Alerting. Domain Name Reputation Monitoring & Alerting	\$29.87	\$29.87	\$29.87
7)	4	Non-Profit Office E1	\$4.00	\$4.00	\$16.00
8)	65	Non-Profit Office E3	\$7.00	\$7.00	\$455.00
9)	9	Non-Profit Power BI Pro	\$2.84	\$2.84	\$25.56
10)	2	Non-Profit Audio Conferencing	\$1.00	\$1.00	\$2.00
11)	57	Rampart ATP Archive Inbound & Outbound Protection. Anti-Phishing Protection, AI for Real-Time Spear Phishing & Cyber Crime Defense, Malware Protection, Link Protection, SPAM Filtering, Email Encryption, Data Leak Protection & Email-Borne Viruses. Also Includes Message Archiving for Incoming and Outgoing Email.	\$5.46	\$5.46	\$311.22
12)	1	Rampart Secure DMARC Email Secure DNS Management - Prevent unauthorized use of your email domain to protect people from spam, fraud, and phishing. Shows you who and what across the Internet is sending email using your email domain. Make your email easy to identify across the huge and growing footprint of DMARC – capable receivers.	\$30.90	\$30.90	\$30.90
13)	58	Rampart 365 Secure Microsoft 365 threat management and alerting. Multifactor Enablement and Protection against Business Email Compromise (BEC). Tailor specific security controls for security, data loss protection and compliance with real time alerting and remediation services.	\$2.11	\$2.11	\$122.38
14)	1	Microsoft Entra ID P1 Conditional Access, Cloud App Discovery Centralize identity management, Hybrid implementation: Allows users to manage groups Dynamic groups: Supports dynamic groups Self service reset: Allows users to reset their own accounts	\$1.80	\$1.80	\$1.80
15)	15	Business Premium Non-Profit	\$1.10	\$1.10	\$16.50
16)	67	Rampart x360 Cloud Unlimited Backup for Office 365 Applications. Exchange, One Drive, Share Point and Teams. Google Workspace and Google Drive Backup,	\$2,6780	\$2,6780	\$179.43

**Unless otherwise specifically stated, all recurring items are set for a thirty-six (36) consecutive month term, beginning with the first billing cycle. Upon expiration of the original term, and unless otherwise notified in writing by the Client at least forty-five (45) days prior to the renewal date, recurring items will automatically renew. Additional training or other Professional Services can be provided at our standard rates. Interest Charges on Past Due Accounts and Collection Costs for Overdue amounts shall be subject to an annual finance charge of 18%, or 1.5% monthly. In addition, the customer shall reimburse all costs and expenses for attorney's fees incurred while collecting any amounts past due. All contracts are subject to an annual service price increase based on market conditions.**

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
SmartSearch for Fast Full-Text Search Across Users and Services.					
17)	1	Rampart CIO Onsite Support Monday, Wednesday and Friday	\$1,200.00	\$1,200.00	\$1,200.00
				<b>Monthly Subtotal</b>	<b>\$8,575.45</b>
				<b>Total</b>	<b>\$8,575.45</b>

Authorizing Signature   
Marcus McBride (Dec 4, 2025 12:43:07 CST)

Date 12/04/2025

**Unless otherwise specifically stated, all recurring items are set for a thirty-six (36) consecutive month term, beginning with the first billing cycle. Upon expiration of the original term, and unless otherwise notified in writing by the Client at least forty-five (45) days prior to the renewal date, recurring items will automatically renew. Additional training or other Professional Services can be provided at our standard rates. Interest Charges on Past Due Accounts and Collection Costs for Overdue amounts shall be subject to an annual finance charge of 18%, or 1.5% monthly. In addition, the customer shall reimburse all costs and expenses for attorney's fees incurred while collecting any amounts past due. All contracts are subject to an annual service price increase based on market conditions.**

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# **IT Services Contract for Onsite Technician**

**Between CareerSource Escarosa and Business Information Solutions, Inc.**

**Monthly Investment: \$1200**

## **1. On-Site Technician Provision**

- BIS will assign a technician to work on-site at CareerSource Escarosa three days per week: Monday, Wednesday, and Friday.
- The technician will address CareerSource Escarosa IT needs as well as remote support to other BIS clients as needed.

## **2. Ticketing Process**

- All service requests must be submitted via the formal BIS help desk ticketing system.
- No work will be performed unless a ticket is submitted and approved.

## **3. Training Period**

- BIS will require up to 90 days to recruit, onboard, and train a technician to work independently from the CareerSource Escarosa facility.

## **4. Office Space and Equipment**

- CareerSource Escarosa will provide a small, secure office space for the technician.
- BIS will supply all necessary hardware and equipment for the technician's use.

## **5. Employment Status**

- The on-site technician will be a BIS employee.
- CareerSource Escarosa will not have the right to hire the technician directly or solicit employment outside of BIS.

## **6. Insurance and Liability**

- BIS will maintain Workers Compensation, Errors and Omissions, and General Liability insurance coverage for the assigned technician.

## **7. Substitution for Absences**

- BIS will provide a qualified substitute technician in the event of vacations or periods of absence to ensure continuity of service.

## **8. Performance Review**

- BIS and CareerSource Escarosa will review overall client satisfaction and technician performance every 90 days during scheduled technical Business Reviews.

## **9. Confidentiality and Compliance**

- The technician will adhere to all confidentiality, compliance, and security requirements outlined in the original contract.

## **10. Term and Termination**

- This addendum will remain in effect for the duration of the original contract unless otherwise terminated in accordance with contract terms.











# Careersource Escarosa - Business Information Solutions - Contract Renewal

Final Audit Report

2025-12-04

Created:	2025-12-04
By:	Mariezel Halili (mhalili@careersourceescarosa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASHVcMCIHoBEPue4g0NTocAeTxWg-jGec

## "Careersource Escarosa - Business Information Solutions - Contract Renewal" History

-  Document created by Mariezel Halili (mhalili@careersourceescarosa.com)  
2025-12-04 - 6:40:08 PM GMT
-  Document emailed to Marcus McBride (mmcbride@careersourceescarosa.com) for signature  
2025-12-04 - 6:40:15 PM GMT
-  Email viewed by Marcus McBride (mmcbride@careersourceescarosa.com)  
2025-12-04 - 6:41:40 PM GMT
-  Document e-signed by Marcus McBride (mmcbride@careersourceescarosa.com)  
Signature Date: 2025-12-04 - 6:43:07 PM GMT - Time Source: server
-  Document emailed to Lloyd Reshard (lloyd.reshard@cognitivebds.com) for signature  
2025-12-04 - 6:43:09 PM GMT
-  Email viewed by Lloyd Reshard (lloyd.reshard@cognitivebds.com)  
2025-12-04 - 8:44:56 PM GMT
-  Document e-signed by Lloyd Reshard (lloyd.reshard@cognitivebds.com)  
Signature Date: 2025-12-04 - 8:49:35 PM GMT - Time Source: server
-  Document emailed to Phillip Long (plong@askbis.com) for signature  
2025-12-04 - 8:49:38 PM GMT
-  Email viewed by Phillip Long (plong@askbis.com)  
2025-12-04 - 8:50:15 PM GMT
-  Document e-signed by Phillip Long (plong@askbis.com)  
Signature Date: 2025-12-04 - 9:25:18 PM GMT - Time Source: server

✔ Agreement completed.

2025-12-04 - 9:25:18 PM GMT



**VENDOR SERVICE AGREEMENT  
BY AND BETWEEN WORKFORCE ESCAROSA,  
INC. dba CAREERSOURCE ESCAROSA  
AND Deborah Walker-Bailes (VENDOR)**

In consideration of the mutual covenant and stipulations set forth in the agreement herein, the parties hereby agree as follows:

**1. COMPLIANCE WITH POLICIES AND LAWS**

The warranty of this Section specifically includes compliance by Contractor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor will comply, as applicable, with the provisions of the David-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements.

**2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS**

Contractor certifies that it is not currently debarred, suspended, or excluded from the or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

**3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS**

As a condition of funding from CareerSource under Title I of the WIOA, Contractor assures that it will comply fully with the following:

- a. Title IV of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
- b. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- c. Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs
- d. The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et. seq., which prohibits discrimination on the basis of age.
- e. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- f. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.

- g. The Americans with Disabilities Act of 1990, P.L. 101-336, prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- h. Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with the Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, require that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/subcontractor to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin as supplemented in Department of Labor regulation 29 CFR Part 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- i. Contractor also assures that it will comply with the 29 CFR Part 37 and all other regulations implementing the laws listed above. The assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

#### **4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE**

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violation of the above to the contract manager. Energy Efficiency: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Contractor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962)

#### **5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY**

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this agreement is in excess of \$100,000, Contractor must, prior to the contract execution, complete the Certification Regarding Lobbying Form.

#### **6. CONFIDENTIALITY**

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource customers and the immediate family of any applicant or customer, that identifies or may be used to identify them, and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

## **7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS**

The Board, State of Florida, and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

## **8. MONITORING**

At any time as often as CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United State and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpt or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Contractors expense, at reasonable locations as determined by CareerSource. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CareerSource.

## **9. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

## **10. PUBLIC ENTITY CRIMES**

Contractor shall comply with subsection 287.L33(2)(a), F.S. whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.0t?, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **11. THE PRO-CHILDREN ACT**

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

## **12. PROCUREMENT OF RECOVERED MATERIALS**

Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

### 13. DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

### 14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See Public Law 115-232, section 889 for additional information and 2 CFR part 200.471

### 15. PROVISION OF SERVICES

Contractor agrees to provide goods and services as specified on Attachment 1.

### 16. TERMS

This Agreement shall become effective October 1, 2025, and shall remain in force until October 1 2026, unless otherwise terminated as provided for herein.

### 17. TERMINATION FOR DEFAULT/CONVENIENCE

This modified agreement may be terminated as follows:

- a. Either party may request termination of modified agreement upon 30 days prior written notice to the other party.
- b. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this is modified agreement is funded.
- c. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
  - i. Contractor fails to provide any of the services it has contracted to provide; or
  - i. Contractor fails to comply with the provisions of this modified agreement; or
  - ii. Such termination is in the best interest of the BOARD.
- d. Written notification of termination must be registered mail, return receipt requested.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

In instances where Vendors/sub grantees violate or breach modified agreement terms, the Board will use all administrative, contractual, or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

**SPECIFIED GOODS AND/OR  
SERVICES**  
VENDOR NAME: Deborah Walker-Bailes

Please ensure completion of good and services to be provided Including prices:

Type of Good and Service to be provided (please explain in detail):	Price (list price)
Program Monitoring and Services as MIS/RSO on as needed basis: Not to exceed 740 hours (\$16,000)	<b>\$25/hour</b>

IN WITNESS WHEREOFF, Contractor and CareerSource have caused this agreement to be duly executed as of the date set forth below.

FOR THE BOARD

*M. McBride*

Dr. Marcus L. McBride, CEO-CareerSource Escarosa

*October 1, 2025*

Date

*Lloyd Reshard*

Lloyd Reshard (Oct 23, 2025 12:31:07 CDT)

Lloyd Reshard, Chair-CareerSource Escarosa

23/10/2025

Date

FOR THE VENDOR

*Deborah Walker-Bailes*

Deborah Walker-Bailes

*10/1/2025*

Date

Name/Title – Witness Signature

Date

For each location of **Deborah Walker-Bailes**, please provide the following information:

	<b>Current</b>	<b>Changes</b>
<b>Primary Location</b>	12 Lincoln Rd, Pensacola, FL 32507	
<b>Contact Person</b>	Deborah Walker-Bailes	
<b>Title</b>	MIS/RSO Consultant	
<b>Mailing Address</b>		
<b>Business Address (if different)</b>		
<b>Phone Number</b>	850-485-0652	
<b>Business Address</b>	850-485-0652	
<b>Phone Number</b>		
<b>Fax Number</b>		
<b>Email Address</b>	<a href="mailto:emory4@hotmail.com">emory4@hotmail.com</a>	
<b>Additional Locations (please list below)</b>		

# Vendor Services Agreement for CareerSource Escarosa

Final Audit Report

2025-10-23

Created:	2025-10-23
By:	Marcus McBride (Mmcbride@escarosa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGo8baI-JRPc4nZiGgUjw4mgnduPfv9gx

## "Vendor Services Agreement for CareerSource Escarosa" History

-  Document created by Marcus McBride (Mmcbride@escarosa.org)  
2025-10-23 - 5:11:56 PM GMT
-  Document emailed to Lloyd Reshard (lloyd@kukuainstitute.org) for signature  
2025-10-23 - 5:12:01 PM GMT
-  Email viewed by Lloyd Reshard (lloyd@kukuainstitute.org)  
2025-10-23 - 5:28:47 PM GMT
-  Document e-signed by Lloyd Reshard (lloyd@kukuainstitute.org)  
Signature Date: 2025-10-23 - 5:31:07 PM GMT - Time Source: server
-  Agreement completed.  
2025-10-23 - 5:31:07 PM GMT

**ADDENDUM TO VENDOR SERVICE AGREEMENT**

As of July 8, 2024, the Agreement entitled Vendor Service Agreement between the following parties:

**Workforce Escarosa, Inc. dba CareerSource Escarosa  
and  
Deborah Walker-Bailes**

**Attachment 1 - Specified Goods And/Or Services** in the original agreement will be amended to read as follows:

**Consulting Services to MIS/RSO, Case Managers and Program Monitor on as needed basis. The amount billed not to exceed 1,640 hours or \$41,000 between July 8, 2024, thru June 30, 2025.**

These changes are the only change to the original agreement. The entire remainder of the original agreement remains in full force.

**IN WITNESS WHEREOF**, Contractor and CareerSource have caused this agreement to be duly executed as of the date set forth below:

**FOR THE BOARD**

  
\_\_\_\_\_  
Dr. Marcus L. McBride, CEO - CareerSource Escarosa

1-6-2025  
Date


  
\_\_\_\_\_  
Lloyd Reshard, Chair - CareerSource Escarosa

1-6-2025  
Date

**FOR THE VENDOR**

  
\_\_\_\_\_  
Deborah Walker-Bailes

1-6-2025  
Date

  
\_\_\_\_\_  
Name/Title - Witness Signature

1/6/25  
Date

**ADDENDUM TO VENDOR SERVICE AGREEMENT**

As of July 8, 2024, the Agreement entitled Vendor Service Agreement between the following parties:

**Workforce Escarosa, Inc. dba CareerSource Escarosa  
and  
Deborah Walker-Bailes**

**Attachment 1 - Specified Goods And/Or Services** in the original agreement will be amended to read as follows:

**Consulting Services to MIS/RSO and Case Managers on as needed basis. The amount billed not to exceed 780 hours or \$19,500 between July 8, 2024, thru December 31, 2024.**

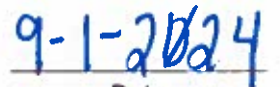
These changes are the only change to the original agreement. The entire remainder of the original agreement remains in full force.

**IN WITNESS WHEREOF**, Contractor and CareerSource have caused this agreement to be duly executed as of the date set forth below:

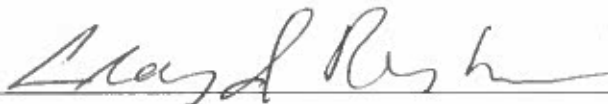
**FOR THE BOARD**



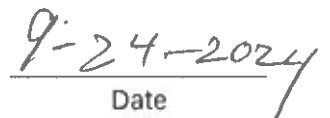
Dr. Marcus L. McBride, CEO - CareerSource Escarosa



Date



Lloyd Reshard, Chair - CareerSource Escarosa

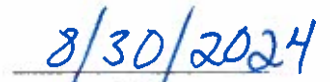


Date

**FOR THE VENDOR**



Deborah Walker-Bailes



Date



Name/Title - Witness Signature



Date



**VENDOR SERVICE AGREEMENT  
BY AND BETWEEN WORKFORCE ESCAROSA,  
INC. dba CAREERSOURCE ESCAROSA  
AND Deborah Walker-Bailes (VENDOR)**

In consideration of the mutual covenant and stipulations set forth in the agreement herein, the parties hereby agree as follows:

**1. COMPLIANCE WITH POLICIES AND LAWS**

The warranty of this Section specifically includes compliance by Contractor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor will comply, as applicable, with the provisions of the David-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.

**2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS**

Contractor certifies that it is not currently debarred, suspended, or excluded from the or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

**3. NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS**

As a condition of funding from CareerSource under Title I of the WIOA, Contractor assures that it will comply fully with the following:

- a. Title IV of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin.
- b. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- c. Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs
- d. The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et. seq., which prohibits discrimination on the basis of age.
- e. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- f. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.

- g. The Americans with Disabilities Act of 1990, P.L. 101-336, prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- h. Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with the Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, require that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Contractor/subcontractor to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin as supplemented in Department of Labor regulation 29 CFR Part 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- i. Contractor also assures that it will comply with the 29 CFR Part 37 and all other regulations implementing the laws listed above. The assurance applies to the grant applicant's operation of the WIOA Title I-financially assisted program or activity Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

#### **4. CERTIFICATION REGARDING CLEAN AIR ACT, WATER ACT, ENERGY EFFICIENCY AND ENVIRONMENTAL STANDARDS, SOLID WASTE**

Clean Air and Water Act: When applicable, if this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act as amended (42 U.S.C. 7401), Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violation of the above to the contract manager. Energy Efficiency: The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

Contractor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (D conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Contractor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962)

#### **5. CERTIFICATION REGARDING LOBBYING AND INTEGRITY**

Contractor shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) 29 CFR Part 93. When applicable, if this agreement is in excess of \$100,000, Contractor must, prior to the contract execution, complete the Certification Regarding Lobbying Form.

#### **6. CONFIDENTIALITY**

It is understood that the Contractor shall maintain the confidentiality of any information, regarding CareerSource customers and the immediate family of any applicant or customer, that identifies or may be used to identify them, and which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Contractor shall not divulge such information without the written permission of the customer, except that such information which is necessary as determined by CareerSource purposes related to the performance or evaluation of the Agreement may be divulged to CareerSource or such other parties as they may designate having responsibilities under the Agreement for monitoring or evaluating the services and performances under the Agreement, or to governmental authorities to the extent necessary for the proper administration of the law. All release of information shall be in accordance with applicable State laws, and policies of CareerSource. No release of information by Contractor, if such release is required by Federal or State law, shall be construed as a breach of this Section.

## **7. RIGHTS TO DATA/COPYRIGHTS AND PATENTS**

The Board, State of Florida, and the U.S. Department of Labor shall have unlimited rights to inventions made under contract or agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

## **8. MONITORING**

At any time as often as CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United State and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpt or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Contractors expense, at reasonable locations as determined by CareerSource. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of such request from CareerSource.

## **9. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

## **10. PUBLIC ENTITY CRIMES**

Contractor shall comply with subsection 287.L33(2)(a), F.S. whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.0t?, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

## **11. THE PRO-CHILDREN ACT**

Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) LO3-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

## **12. PROCUREMENT OF RECOVERED MATERIALS**

Contractor agrees to comply with the provisions of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and as supplemented by 2 CFR Appendix II to part 200 and 2 CFR part 200.323 and the requirements stated therein.

**13. DOMESTIC PREFERENCES FOR PROCUREMENTS**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

**14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR**

**EQUIPMENT** Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See Public Law 115-232, section 889 for additional information and 2 CFR part 200.471

**15. PROVISION OF SERVICES**

Contractor agrees to provide goods and services as specified on Attachment 1.

**16. TERMS**

This Agreement shall become effective July 8, 2024, and shall remain in force until ~~August 30, 2024~~, unless otherwise terminated as provided for herein.

**17. TERMINATION FOR DEFAULT/CONVENIENCE**

This modified agreement may be terminated as follows:

- a. Either party may request termination of modified agreement upon 30 days prior written notice to the other party.
- b. The Board may unilaterally terminate or modify this modified agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this is modified agreement is funded.
- c. The Board may unilaterally terminate this modified agreement at any time that it is determined that:
  - I. Contractor fails to provide any of the services it has contracted to provide; or
  - I. Contractor fails to comply with the provisions of this modified agreement; or
  - II. Such termination is in the best interest of the BOARD.
- d. Written notification of termination must be registered mail, return receipt requested.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this modified agreement is terminated for cause, Contractor shall be liable to the Board for damages sustained for any breach of this modified agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

In instances where Vendors/sub grantees violate or breach modified agreement terms, the Board will use all administrative, contractual, or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

**SPECIFIED GOODS AND/OR  
SERVICES**  
**VENDOR NAME: Deborah Walker-Bailes**

Attachment 1

Please ensure completion of good and services to be provided Including prices:

Type of Good and Service to be provided (please explain in detail):	Price (list price)
Consulting Services to MIS/RSO on as needed basis: Not to exceed 320 hours (\$8,000)	<b>\$25/hour</b>

IN WITNESS WHEREOFF, Contractor and CareerSource have caused this agreement to be duly executed as of the date set forth below.

FOR THE BOARD

*McMcbride*

Dr. Marcus L. McBride, CEO-CareerSource Escarosa

07/03/2024

Date

*Lloyd Reshard*  
Lloyd Reshard, Chair-CareerSource Escarosa

7-8-2024  
Date

FOR THE VENDOR

*Deborah Walker-Bailes*  
Deborah Walker-Bailes

7/8/2024  
Date

*J. Staluti*  
Name/Title – Witness Signature

07/08/2024  
Date

For each location of **Deborah Walker-Bailes**, please provide the following information:

	<b>Current</b>	<b>Changes</b>
<b>Primary Location</b>	12 Lincoln Rd, Pensacola, FL 32507	
<b>Contact Person</b>	Deborah Walker-Bailes	
<b>Title</b>	MIS/RSO Consultant	
<b>Mailing Address</b>		
<b>Business Address (if different)</b>		
<b>Phone Number</b>	850-485-0652	
<b>Business Address</b>	850-485-0652	
<b>Phone Number</b>		
<b>Fax Number</b>		
<b>Email Address</b>	<u><a href="mailto:emory4@hotmail.com">emory4@hotmail.com</a></u>	
<b>Additional Locations (please list below)</b>		



**VENDOR SERVICES AGREEMENT  
BY AND BETWEEN WORKFORCE ESCAROSA, INC.  
dba CAREERSOURCE ESCAROSA  
AND Spotless Logistics, LLC**

In consideration of the mutual covenant and stipulations set forth in the agreement herein, the parties hereby agree as follows:

**STATEMENT OF WORK**

Provided in the proposal, Attachment 1

**1. COMPLIANCE WITH POLICIES AND LAWS**

The warranty of this Section specifically includes compliance by Contractor and its subcontractors with the provisions of the Immigration Reform and Compliance Act of 1986 (P. L. 99-603), the Workforce Innovation and Opportunity Act (WIOA), the Workforce Innovation Act of 2000, 45 CFR 98, the Temporary Assistance for Needy Families Program (TANF), 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder and other applicable State, Federal, criminal and civil law with respect to the alteration or falsification of records created in connection with this Agreement. Office of Management and Budget (OMB) Circulars: Contractor agrees that, if applicable, it shall comply with all applicable OMB circulars, such as 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Contractor will comply, as applicable, with the provisions of the David-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub agreements.

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accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (D) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205). The Contractor will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. 6962)

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#### **8. MONITORING**

At any time as often as CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector Generals of the United State and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this contract, for examination and/or audit, and/or for the making of excerpt or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Contractors expense, at reasonable locations as determined by CareerSource. Contractor shall respond in writing to monitoring reports and requests for corrective action plans within 10 working days after the receipt of

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Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Contractor shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program.

**10. PUBLIC ENTITY CRIMES**

Contractor shall comply with subsection 287.L33(2)(a), F.S. whereby a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in section 287.0t?, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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**13. DOMESTIC PREFERENCES FOR PROCUREMENTS**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.322 and the requirements stated therein.

**14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor agrees to comply with the provisions of 2 CFR Appendix II to part 200 and 2 CFR part 200.216 and the requirements stated therein. See Public Law 115-232, section 889 for additional information and 2 CFR part 200.471

**15. PROVISION OF SERVICES**

Contractor agrees to provide goods and services as specified in Attachment 1.

## **16. TERMS**

This Agreement shall become effective July 1, 2025 and shall remain in force until June 30, 2026, unless otherwise terminated as provided for herein. Detailed information outlining the responsibilities of both the Contractor and the Client can be found in Attachment 1.

## **17. TERMINATION FOR DEFAULT/CONVENIENCE**

This agreement may be terminated as follows:

- a. Either party may request termination of the agreement upon 30 days prior written notice to the other party.
- b. The Board may unilaterally terminate or modify this agreement, if for any reason either the U.S. Department of Labor or the State of Florida reduces funding through the grants under which this agreement is funded....
- c. The Board may unilaterally terminate this agreement at any time that it is determined that:
  - i Contractor fails to provide any of the services it has contracted to provide; or
  - ii Contractor fails to comply with the provisions of this agreement; or
  - iii Such termination is in the best interest of the BOARD
  - iv Written notification of termination must be registered mail, return receipt requested.

If Contractor disagrees with the reasons for termination, they may file a grievance in writing within ten days of notice of termination to the CareerSource, who will conduct a grievance hearing and decide, from evidence presented by both parties, the validity of termination.

In the event this agreement is terminated for cause, Contractor shall be liable to the Board for damages sustained for any breach of this agreement by the Contractor, including court costs and attorney fees, when cause is attributable to the Contractor.

In instances where Vendors/sub grantees violate or breach the agreement terms, the Board will use all administrative, contractual or legal remedies that are allowed by law to provide for such sanctions and penalties as may be appropriate.

**IN WITNESS WHEREOFF**, Contractor and CareerSource have caused this agreement to be duly executed as of the date set forth below.

FOR THE BOARD



Marcus McBride (Jun 30, 2025 11:15 CDT)

Dr. Marcus L. McBride, CEO CareerSource Escarosa

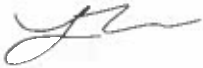
Jun 30, 2025

Date

  
Lloyd Reshard, Chair-CareerSource Escarosa

July 2, 2025  
Date

FOR THE VENDOR



Labarian Turner, CEO-Spotless Logistics, LLC

Jun 30, 2025

Date



This agreement for cleaning services between CareerSource Escarosa ( hereafter referred to as "**Client**") and **SPOTLESS LOGISTICS, LLC** (hereafter referred to as "**Contractor**") is made and entered into upon the following date: July 1, 2025.

The business stated in this agreement is found at the following address: 6913 North 9th Avenue, Pensacola, FL 32504

1. **Contractor** agrees to provide all labor, supervision, materials, PPE gear and equipment necessary to complete the services as outlined in the Cleaning Specifications part of this proposal.
  2. **Contractor** will provide and maintain all insurance as required by state statute.
  3. Consumable products including can liners, toilet tissue, roll/multifold towels and soap products will be provided by **Client**.
  4. **Contractor** can provide consumable products such as, can liners, toilet tissue, roll towels, soap products, time mist aerosols and the like, at a mutually agreed upon price.
  5. Any additional requested work, not in this janitorial proposal will be performed at a mutually agreed upon price.
  6. Either party shall have the option, with or without cause, to terminate this agreement at any time with 30 days written notice. Any payment for services rendered owed by the **Client** shall be due and payable at the time this agreement is terminated.
  7. In the event that **Contractor** continues to provide services to **Client** beyond the initial term of this agreement, it is agreed that this agreement will continue in effect until 30 days written notice is given by either party.
  8. **Contractor** will email invoices to invoices@careersourceescarosa.com on the 1st of each month. Please select an invoice option below:
    - Invoiced on first day of service, payment due in 30 days (NET30):
    - Invoiced on the first of the following month of service initiation (NET 15): **5% increase**
  9. Monthly janitorial services will be \$ 2,251.63 /mo, plus tax, plus any specialty work pricing and/or any consumable
  10. Any modification to this agreement needs to be mutually agreed upon by both parties and in writing.
- THIS AGREEMENT entered into between **Contractor** and the **Client** and will commence on July 1, 2025.



# spotlesslogistics<sup>+</sup>

## COMMERCIAL CLEANING SERVICES



MAKE IT SPOTLESS  
KEEP IT SPOTLESS

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N 9<sup>th</sup> Ave Pensacola Fl 32504

Prepared By:  
Labarian Turner  
Management@Spotlesslogistics.com  
(850) 898-1447  
www.thespotlesstouch.com

March 12th, 2025

We are absolutely thrilled for the opportunity to provide you with a recurring cleaning quote! At Spotless, we understand that your satisfaction is at the heart of everything we do. Our primary goal is to consistently maintain the cleanliness of your facility to keep you delighted.

To achieve this, we invest heavily in the supervision and training of our dedicated staff. We follow precise cleaning checklists and conduct rigorous inspections of every completed task. What's more, we are committed to staying closely connected with you, using your preferred mode of communication, whether our online customer portal, emails, phone calls, or personal visits.

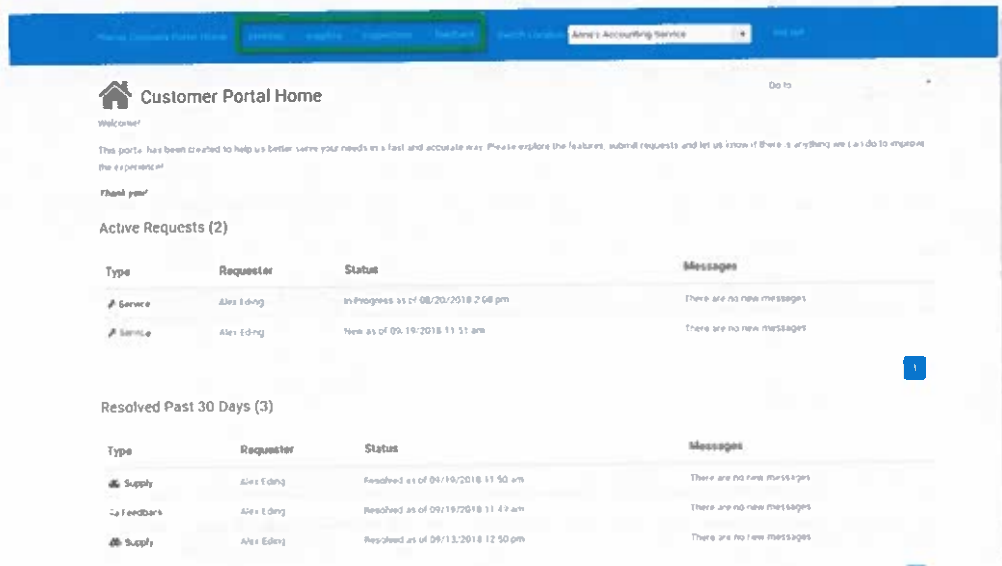
We deeply appreciate the time and consideration you've given to reviewing our proposal. Please don't hesitate to reach out if you need additional information or have any questions or concerns. We are here to assist you in any way possible.

When you choose Spotless, you're selecting a partner dedicated to cleanliness, excellence, and service of the highest quality. We look forward to the opportunity to work closely with you and are excited to begin this journey together.

Sincerely,  
Labarian Turner  
Spotless Logistics Commercial Cleaning Services  
(850) 898-1447  
Lt@spotlesslogistics.com  
www.thespotlesstouch.com

## Quality is Key!

As we prepare to bid on the commercial janitorial cleaning project, I'm excited to showcase our innovative client portal. This powerful tool empowers our clients with seamless access to various features, including:



- **Inspection Reports:** Easily review detailed inspection reports to stay informed about the cleanliness and condition of your facility.
- **Direct Communication:** Communicate directly with our managers to address any concerns, provide feedback, or make special requests.
- **Supply Requests:** Quickly request supplies needed for your facility, ensuring that you always have the necessary resources on hand.
- **Ticket Management:** Open tickets for any maintenance or cleaning issues that require attention and track their resolution in real-time.
- **Daily Digital Checklist:** Our daily digital checklist ensures that every cleaning task is completed to the highest standards, providing Peace of mind and accountability with our client portal, you'll
- have full transparency and control over your cleaning services, allowing for seamless collaboration and superior results. Peace of mind and accountability with our client portal, you'll



**spotlesslogistics**

If it's not spotless,  
it's not clean.

COMMERCIAL CLEANING SERVICES

## 5 DIRTIEST PLACES IN YOUR OFFICE



SINK FAUCET  
HANDLES



DESK PHONES



DRINKING FOUNTAIN  
BUTTONS



REFRIGERATOR DOOR  
HANDLES



KEYBOARDS

Professional biodegradable  
cleaning agents from brands  
you know and love!



## BENEFITS OF HIRING COMMERCIAL CLEANING PROFESSIONALS



FIGHT THE SPREAD OF GERMS  
THAT CAUSE ILLNESS



LEAVE YOUR GUEST WITH A LASTING  
IMPRESSION OF A CLEAN FACILITY



INCREASED PRODUCTIVITY



ECO-FRIENDLY BIODEGRADABLE  
CLEANING AGENTS



TRAINED AND UNIFORMED  
CLEANING STAFF



FLEXIBLE SERVICE HOURS

(850) 898-1447

[www.spotlesslogistics.com](http://www.spotlesslogistics.com)

General Work Area	Specific Activity	Each Visit	Weekly	Monthly
Entrances Offices Break room Outside break-area Lobby Conference Copy Room	Sanitize door handles, walls, and switch plates	X		
	Sanitize all hard surfaces	X		
	Organize conference room furniture		X	
	Vacuum all carpeted areas		X	
	Empty trash cans; replace liners	X		
	Clean and Sanitize countertops	X		
	Wipe exterior of all appliances (exterior of microwave included)	X		
	Clean and sanitize water fountain		X	
	Damp clean doors, door frames	X		
	Clean sinks; polish faucets	X		
	Sweep and mop floors	X		
	Detail Vacuum along wall		X	
	Dust desks included sanitizing phones *do not disturb paperwork		X	
	Spot cleaning walls (removing handprints and debris)		X	
	Spot clean all partition glass		X	
	Dust wall fixtures and picture frames			X
	Dust all ledges including windowsills, blinds, and baseboards			X
	Dust ceiling corners vents and light fixtures within reach			X
	*Do not disturb paperwork on desk or conference tables. Dust and clean around			
	*Outside break area. Remove trash as needed/ clean sanitize tables twice weekly			
Clean lights and every quarter every quarter				
Restrooms	Sweep all hard surface floors	X		
	Damp-mop/disinfect all hard surface	X		
	Empty trash and sanitary receptacles; replace liners	X		
	Clean/Disinfect sinks, counters, toilets, urinals	X		
	Clean mirrors	X		
	Refill toiletry supplies in restrooms	X		
	Spot clean walls and light switches	X		

	Damp clean doors, door frames, and baseboards (bi/weekly)			X
	Dust ceiling corners, vents, and light fixtures within reach			X
	Empty trash cans; replace liners	X		
	Clean and Sanitize countertops	X		
	Spot clean door handles, walls, and switch plates		X	
	Damp clean doors, door frames, and baseboards		X	
	Clean partition stall walls		X	
<b>Closing Procedures</b>	Clean and organize Janitors' closet	X		
	Shut off all lights	X		
	Set alarm	X		
	Secure all exit doors	X		

## Cleaning Specifications

Specialty dust will be in biweekly rotation as preventive maintenance.

We look forward to a mutually satisfying relationship and are committed to providing you with professional and affordable services with the goal of exceeding all expectations.

The following facility and pricing information is submitted for your review:

### Recurring Cleaning

Daily maintenance of the facility is detailed on the cleaning specifications page

Daily rate	\$145
Monthly	<del>3,139.25</del>
	\$2,251.63

- **The purchase of toiletries (paper towels, hand soaps, and toilet tissue) is not included in the price below.**

**Additional Services**

- **Pressure washing, soft wash roof and building**
- **Exterior window cleaning**
- **Post construction cleaning**
- **Lawn care**

**Staff is fully vetted for experience/ work ethic including national background check social security numbers and known alias.**