

December 22, 2025.

Sheila Doyle
SVP and Chief Financial Officer Finance
CareerSource Tampa Bay
4350 West Cypress Street Ste 875
Tampa, FL 33607



Dear Ms. Doyle,

Thank you for allowing 1st Choice Advisors to present the MIP accounting solution. We believe our solution is the best choice to meet the current and future needs of your organization. The purpose of this engagement letter is to illustrate our processes and to provide you information related to your selection of the MIP Accounting Solution.

1st Choice Advisors will supply the MIP accounting services including implementation and training services to CareerSource Tampa Bay. The purpose of this engagement letter is to set forth the engagement's objectives, document the procedures for conducting this engagement, identify responsibilities via the Scope of Work, and identify our fees. This proposal will confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we are proposing to provide.

I. ENGAGEMENT OBJECTIVES

The engagement's objective is to implement the MIP Fund Accounting system in order to meet the present and anticipated future accounting and reporting needs of your accounting system. We will provide professional assistance by providing general training, and also in your specific areas of need. Of course, the ultimate success of the engagement will also depend on your personnel's skill and effort.

II. SCOPE OF SERVICES

Our Procedures

Our procedures will include the benefits gained from our experience implementing MIP at hundreds of other nonprofit organizations. In addition, we may make additional recommendations as we mutually deem necessary in the circumstances (such as additional functionality, training, or other services).

User Training & Support

We will train your staff on the proper and efficient use of the MIP software to process transactions, write reports, and maintain data integrity. The intended primary training method is classroom training, delivered either on-site or remotely. The time required to train your staff will vary depending on: a) the degree to which staff embraces learning the new system (i.e., reading the manuals), b) their accounting, payroll, and HR skills and experience, and c) their computer literacy and comfort level. We will schedule all training based on your needs, and the training may be conducted remotely, on-site (classroom), or utilizing a combination of both techniques.

III. YOUR RESPONSIBILITIES

The engagement's nature will demand significant involvement by your accounting department and staff and the support of your organization's administrative team. The ultimate success of the engagement depends primarily on your personnel and the effort contributed toward the new system's implementation. To achieve a smooth and successful implementation, it will be your responsibility to perform the following:

Needs Identification

Document all weaknesses or deficiencies with the current system. Document all desired improvements.

Assemble examples of forms, reports, invoices, statements used for tracking revenue and expense information.

Indicate any desired improvements on these forms and reports.

Environment Setup

Compliant computing environment
Insure proper configuration of workstations.
Insure proper connectivity with printers

User Training & Support

Read relevant sections of MIP user manual before each training session.
Attend the training sessions, or make alternate training arrangements.
Complete between-session tasks in a timely manner and document questions and problems.
Use and follow processing checklists when completing between-session tasks.

IV. PROFESSIONAL FEES

Our services fees are outlined in Appendix B. These fees are based on the assumption that you're accounting records are in good order and your accounting staff has the necessary accounting skills and available time to devote to the implementation process. Professional Fees as outlined in Appendix B will be billed directly to your organization by 1st Choice Advisors upon approval of this agreement. In addition, any additional training or other professional services arranged directly with 1st Choice will be billed directly to your organization. If significant additional time is necessary, we will discuss this situation with you and arrive at a new fee estimate before incurring additional costs. There will be a **recommended** half-day follow-up review after 30 days and a **recommended** full day follow-up review after 6 months of continued software use.

All other expenses related to the MIP Cloud software subscription and setup will be billed directly by MIP.

VI. WARRANTIES AND LIMITATIONS

Our liability for damages with respect to the services provided shall in no event exceed the charges previously paid to us for these services. Warranties for the Momentive MIP accounting software utilized as a part of this engagement are provided by the manufacturer. We offer no warranties, expressed or implied, regarding the functionality or capabilities of the software installed as a part of this engagement.

All federal, state and local sales or use taxes are the responsibility of Customer unless he/she provides an exemption certificate for those states into which products or services are shipped or performed.

Contracts resulting from the acceptance of the agreement shall be construed according to the laws of the State of Florida. Should any suit be brought as a result of any breach of the terms and conditions of the contract(s) resulting from this agreement, suits shall be brought in Pinellas County, Florida, and the losing party shall pay all costs or said litigation, together with attorney's fees.

The terms of our engagement as described herein shall represent our agreement with CareerSource Tampa Bay in its entirety and shall continue in effect unless altered by a subsequent written engagement letter.

We're excited about the prospect of helping your organization improve your financial management with MIP. If the foregoing is in accordance with your understanding and you wish to proceed with the engagement, please sign the copy of this letter in the space provided and return the signed letter to us. We will then contact you to schedule the training, as well as discuss payment.

Respectfully submitted,



John S. Francis

Response:

This letter correctly sets forth the understanding of CareerSource Tampa Bay .

Keidrian Kunkel
Keidrian Kunkel (Dec 27, 2025 12:30:14 EST)

(Signature)

President and CEO

(Title)

Dated: ____ / ____ / 12/27/2025

Main contact for this Engagement: Sheila Doyle

Phone: _____ 813-397-2077 _____

email: _____ doyles@careersourcetb.com _____



APPENDIX A
MIP CLOUD SUBSCRIPTION CONFIGURATION
OPTIONS AND ASSOCIATED PRICING

MIP Subscription Software – The following modules, users, and fees are related to your MIP Software Subscription

CareerSource Tampa Bay 13805 58th Street N, Suite 2-140 Tampa Bay, Florida 33760 United States	Sheila Doyle (813) 397-2077 doyles@careersourcetb.com
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ORDER SUMMARY:

LICENSED SOFTWARE and SAAS PRODUCTS	
Product Name	Annual Price
Accounting and Fundraising Suite - Accounting Plus Bundle - 9	\$10,499.00
Microix Cloud: Requisitions - Subscription - 1	\$1,920.00
Microix Cloud: HTML Approval - Subscription - 1	\$600.00
Microix Cloud: Web Companion - Subscription - 25	\$600.00
Microix Cloud: Requisitions - Bank Feed - 1	\$1,500.00
Accounting and Fundraising Suite - Cloud Bundle - 1	\$0.00
MIP Cloud: Executive View User(s) - Subscription - 15	\$3,600.00
MIP Cloud: Encumbrances - Subscription - 1	\$468.00
Software Total	\$19,187.00

PROFESSIONAL SERVICES			
During the Term, Provider may perform certain implementation, consulting and or training services (the "Professional Services") as specified in a written statement of work ("SOW") which shall be mutually executed between the parties subject to the terms of this Agreement. Any Customer request for changes to the Professional Services ordered in a previously executed SOW may result in additional fees to be billed to Customer and, if accepted by Provider, will require a written change order agreed to and signed by both parties.			
Services	Qty	Charge Type	(Estimated) One-time Fees
MIP Cloud Organization Setup	1.00	T&M	\$250.00
MIP Cloud Level I Database Setup	2.00	T&M	\$500.00
MIP Cloud User Setup	1.00	T&M	\$62.50
MIP Cloud Project Management	4.00	T&M	\$1,000.00
MIP Cloud Microix Provisioning - New	1.00	T&M	\$250.00
Professional Services Total			\$2,062.50

TOTAL
\$21,249.50

ESTIMATED TAX
\$488.00

TOTAL WITH ESTIMATED TAX
\$21,737.50

APPENDIX B – Professional Fees



Professional Fees

MIP Implementation and Training	\$ 17,500
Microix Implementation and Training	27,500
Microix CMS Annual Services	3,700
Conversion of Accounting Records * (32 hours)	5,600
Estimated Total Investment	\$ 54,300

- * Master records (customers, vendors)
Beginning balances for accounts, budgets, and encumbrances
1 year of detailed account activity

Payment Terms

- One-third of MIP and Microix Implementation Services upon approval
One-third of MIP and Microix Implementation Services 30 days after approval
One-third of MIP and Microix Implementation Services 60 days after approval
Conversion of Accounting records time billed as used

Other Costs:

Out of pocket expenses are invoiced at actual. This estimate does not include travel time or expenses. These would be invoiced in addition to the consulting services. Hotel is invoiced at actual, while meals are invoiced at the prevailing federal per diem rate. Mileage is also invoiced at the prevailing federal rate. Travel time is invoiced at half rate.

We have based this estimate on our previous experience with implementing other organizations. While we recommend that you utilize our services for all areas of the implementation, we recognize that some organizations have personnel who are willing to complete a lot of the implementation themselves. In instances like this, we have worked with the organization as a guide, instructing organization personnel as to each step to be taken. We usually work with these organizations on an hourly, as needed basis.



ADDENDUM ASSURANCES AND CERTIFICATIONS

The “Addendum - Assurances and Certifications” ensure the inclusion and acknowledgment of the required Federal and State contracting requirements that must be included in a Contract made by Tampa Bay Workforce Alliance, Inc. dba CareerSource Tampa Bay (hereinafter referred to as “CSTB”) that are funded by Federal or State awards.

This Addendum is part of the Contract by and between 1st Choice Advisors (Contractor) and CSTB, each a party and collectively parties to the Contract, attached hereto, for products and services listed in the engagement letter dated 12/22/2025.

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

1. Termination for Cause and Convenience

- a. Termination for Convenience. Terms and conditions are reflected in the Contractor agreement.
- b. Termination Due to Lack of Funds: If for any reason funds to finance the Contract are reduced, suspended or terminated, in whole or in part, funding for this contract may cease. CSTB shall provide no less than thirty (30) business day’s written notice of such termination.
- c. Termination for Breach: CSTB or Contractor may terminate the Contract when it has determined that either party has failed to provide any of the services specified therein in a timely or proper fashion, failed to perform in whole or in part, or has violated any stipulations of the Contract. The party alleging the breach shall notify the other party of such in writing. Depending on the situation and cause for the breach of Contract, CSTB may either unilaterally cancel the contract immediately or allow the Contractor ten (10) business days from receipt of notice in which to respond with a plan agreeable to CSTB to correct said deficiencies. Upon failure of Contractor to respond within the appointed time or failure of Contractor to respond with appropriate plans, CSTB will serve a termination notice that shall become effective within fifteen (15) business days after its issuance. In the event of such termination, CSTB shall be liable for payment only for services rendered prior to the effective date of termination. Final billing for payment must be received by CSTB within forty-five (45) calendar days of termination date. Contractor shall provide CSTB with written notice of any perceived breach and extend CSTB ten (10) business days to cure any perceived breach under the Contract.

2. Debarment and Suspension

The Contractor certifies that it is not currently debarred, suspended, or excluded from or participation in Federal assistance program, 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 Contract, in accordance with 29 CFR



Part 98. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement of Non-Procurement Programs.

3. Convicted and Discriminatory Vendor

- a. **Convicted Vendors.** The Contractor hereby represents and warrants that it has not been convicted of a public entity crime and that it is not on the State of Florida's convicted vendor list. The Contractor also represents that it is not prohibited from entering into this Agreement by Section 287.133, Florida Statutes. Discovery or proof of the contrary will result in immediate contract termination recovery of all monies paid by CSTB pursuant to the Contract and may result in debarment from CSTB's competitive procurement activities.
- b. **Discriminatory Vendors.** The Contractor hereby represents and warrants that it has not been listed on the discriminatory vendor list as described in section 287.134, Florida Statutes. CSTB hereby materially relies on such representation in entering the Contract. An untrue representation of the foregoing shall entitle CSTB to terminate the Contract and recover from Contractor all monies paid by CSTB pursuant to the Contract and may result in debarment from CSTB's competitive procurement activities.

4. Equal Employment Opportunity

The Contractor assures it will not discriminate in its employment practices and agree that it shall comply with Executive Order 11246, Equal Employment Opportunity Act, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.

5. Prohibition on certain telecommunications and video surveillance services or equipment.

The Contractor agrees to comply with the provisions of 2 CFR Appendix II part 200 and 2 CFR part 200.216 and the requirements stated therein.

6. Domestic preferences for procurement

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

7. Public Records and Records Retention

- a. The Contractor is subject to Chapters 119 and 286 of the Florida Statutes and is responsible for responding to public records requests and subpoenas.
- b. The Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers and documents that were made in relation to this Contract. Contractor shall retain all documents related to this Contract in compliance for a period of five years from the date final payment under the Contract is received. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the five-year period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-397-2064,



munroa@careersourcetb.com, 4350 West Cypress Street, Suite 875, Tampa FL 33067.

8. Procurement of Recovered Materials

The Contractor agrees to comply with the provisions of 2 CFR Appendix II part 200 and 2 CFR part 200.233 and the requirements stated therein, as applicable.

9. Severability

If any provision of this Addendum, whether in whole or in part, is held to be void or unenforceable by a Court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions will remain in full force and effect.

10. Certification and Assurance

By signing below, Contractor hereby certifies and assures that it will fully comply with the provisions listed above.

John Francis

Authorized Signer (Signature)
John Francis

Printed Name & Title
12-23-2025

Date

