

This Interim CFO Services Agreement (“Agreement”) is between Indelible Management Solutions, Inc. (“Indelible” or “Contractor”), and Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region, Inc. (“Client” or “CSCR”).

Indelible: Indelible Management Solutions, Inc.
3800 Esplanade Way, Suite 210
Tallahassee, FL 32311

CSCR: CareerSource Capital Region, Inc.
2910 Kerry Forest Parkway, D4-273
Tallahassee, FL 32309

Effective Date: October 13, 2025

Term: Upon execution through January 31, 2026, unless extended by written agreement.

1. Background

Big Bend Jobs and Education Council, Inc. d/b/a CareerSource Capital Region, Inc. is a Florida nonprofit organization responsible for overseeing workforce development services in Leon, Gadsden, Wakulla, and Jefferson Counties. CSCR seeks to engage Indelible, an experienced professional services and consulting firm, to provide interim Chief Financial Officer (“Interim CFO”) services.

Indelible will provide qualified personnel to perform the services described herein in accordance with applicable federal, state, and local regulations, including the Workforce Innovation and Opportunity Act (“WIOA”) and related U.S. Department of Labor and Florida Department of Commerce guidance.

2. Engagement and Scope of Services

Indelible shall provide professional financial management and Interim CFO services, including but not limited to (collectively referred to in this Agreement as “Deliverables”):

Fiscal Leadership & Reporting

- Lead all fiscal reporting and management activities for CSCR.
- Maintain proper accounting records and supporting documentation in accordance with GAAP and federal grant requirements.
- Ensure adequate internal controls and compliance with Uniform Guidance (2 CFR Part 200).

Expenditure Oversight

- Review and approve invoices.
- Review and approve check and ACH batches.
- Transmit approved ACH batches to the bank.

- Report expenditures in SERA and ensure timely reconciliation with MIP.

Cash Management

- Review and request cash draws in SERA.
- Record cash receipts and ensure accuracy in the accounting system.
- Conduct bank reconciliations and reconcile MIP to SERA monthly.

Payroll & Financial Reporting

- Process payroll accurately and on schedule.
- Prepare and present monthly, quarterly, and annual financial reports in accordance with GAAP.

Asset Safeguarding & Controls

- Ensure adequate internal controls over all cash, receivables, and prepaid assets.
- Implement improvements to strengthen financial processes as needed.

Technical Assistance & Training

- Provide fiscal and compliance technical assistance to subrecipients.
- Train CSCR staff and the incoming CFO to assume full fiscal responsibility by January 31, 2026.

Advisory Role

- Participate in executive or board meetings as requested.
- Support strategic decisions related to financial process enhancement, compliance, and sustainability.

3. Term

This Agreement shall commence on October 13, 2025, and shall continue through January 31, 2026, unless terminated earlier in accordance with Section 8 below. The term may be extended upon mutual written agreement.

4. Compensation and Invoicing

Contractor shall be compensated at a rate of \$323.00 per hour. Such rate is based upon a 40 hour workweek. Upon prior written approval, Contractor may work in excess of a 40 hour workweek and shall be compensated as a rate of \$323.00 for all hours over 40 hours in one workweek. Upon request by the Client or Indelible, invoices shall contain the Independent Contractor's Federal Employer Identification Number.

Contractor shall submit invoices monthly, detailing hours worked and services rendered. Invoices shall contain detail sufficient for audit thereof. Invoices are due and payable within 30 days of receipt by CSCR.

Reasonable, business expenses incurred in performance of the services shall be reimbursed in accordance with CSCR's policies.

5. Contractor's Responsibilities

Indelible shall perform and provide the following in a timely manner:

- Assign qualified personnel with expertise in federal grant management, cost allocation, and indirect cost application.
- Ensure personnel performing under this Agreement are properly trained and available for the duration of the engagement.
- Maintain professional standards consistent with those expected of a senior financial officer in a public workforce organization.
- Maintain all records, correspondence, and financial data in compliance with applicable federal and state retention and audit requirements.

6. Client's Responsibilities

Client shall perform and provide the following in a timely manner:

- Provide the Contractor with access to all relevant financial systems, including MIP and SERA, and any required documentation.
- Designate a primary point of contact for coordination and approvals.
- Provide workspace and resources (if on-site) and ensure timely responses to information requests.

7. Independent Contractor Relationship

The Parties acknowledge that Indelible is engaged as an independent contractor, not as an employee, agent, joint venturer, or partner of CSCR. Contractor is, and at all times, shall be, an independent contractor in the performance of its obligations under this Agreement. No partnership, joint venture, principal/agent, employee/employer, or other representative relationship shall arise between the Client and Contractor pursuant to this Agreement. Contractor and its employees, agents, representatives, and subcontractors are not entitled to the benefits of employees of the Client's employees. Neither Party shall have any authority whatsoever, whether express or implied, to assume, create, or incur any obligation or liability whatsoever on behalf or in the name of the other, or to bind in any manner whatsoever.

The details of the method and manner of performance of Indelible's services shall be under its own control. Indelible undertakes performance of the services under this Agreement as an independent contractor and shall be wholly responsible for the methods of performance.

Indelible represents and warrants that:

- The services shall be performed in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and Indelible shall obtain all permits or permissions required to comply with such laws, rules or regulations.
- The services performed hereunder will not contain libelous, injurious, or unlawful

material, and will not violate or in any way infringe upon the personal or proprietary rights of third parties, including property, contractual, employment, trade secrets, proprietary information, and non-disclosure rights, or any trademark, copyright, or patent, nor will they contain any format, instruction, or information that is inaccurate or injurious to any person, computer system, or machine.

- Indelible has full power and authority to enter into and perform its obligations under this Agreement; it constitutes a legal, valid, and binding obligation of Indelible, enforceable against it in accordance with its terms.

8. Termination

Either Party may terminate this Agreement upon thirty (30) days' written notice. In addition, CSCR may terminate this Agreement upon written notice in the event of substantial failure by Indelible to perform in accordance with this Agreement. Unless the Client directs otherwise, Indelible shall have five (5) business days from receipt of the termination notice to submit a plan acceptable to CSCR to cure the substantial failure identified by Client. Indelible may be suspended by CSCR until the submitted plan is approved. In the event of termination, Indelible shall be compensated for services performed through the termination date.

Contractor may terminate this Agreement upon written notice in the event of substantial failure by CSCR to perform in accordance with this Agreement. However, CSCR shall have five (5) business days from receipt of the termination notice to submit a plan reasonably acceptable to Contractor to cure the substantial failure. In the event of termination, CSCR will pay Contractor for services performed in accordance with this Agreement to the date of termination.

Upon expiration or termination of this Agreement for any reason, or at any other time upon CSCR's written request, Contractor shall within 5 business days after such expiration or termination:

- Deliver to CSCR all Deliverables (whether complete or incomplete) and all materials, equipment, and other property provided for Contractor's use by CSCR; and
- Deliver to CSCR all tangible documents and other media, including any copies, containing, reflecting, incorporating, or based on the Confidential Information;

9. Confidentiality

Contractor acknowledges that Client's Confidential Information is valuable, special, and a unique asset of the Client, access to and knowledge of which is essential to the performance of Contractor under this Agreement. In light of the highly competitive nature of the industry in which Client's business is conducted, Contractor shall not at any time, whether during or after termination of this Agreement, reveal or divulge to any person or any third parties any Confidential Information, except as authorized by Client in writing. Contractor shall keep secret all matters entrusted to Contractor and shall not use or attempt to use any Confidential Information, except as required in the course of performing this Agreement, nor shall Contractor directly or indirectly use any Confidential Information in any manner that may injure or cause

loss, or may be calculated to injure or cause loss, to Client. Contractor shall not disclose confidential information to any employees without a need-to-know relating to the project. Any such employee to whom confidential information is disclosed must be advised of the terms of this article and agree, in writing, to abide by the provisions of this article.

10. Compliance

Contractor shall comply with all applicable federal, state, and local laws and regulations, including those relating to the management of WIOA and other grant funds, and shall cooperate with any audits or reviews conducted by CSCR, the State of Florida, the U.S. Department of Labor, or any federal or state agency. Contractor certifies that it does not operate Diversity Equity and Inclusion (“DEI”) programs that violate federal law and complies with federal anti-discrimination laws.

11. Indemnification

Each Party shall indemnify and hold harmless the other, and their respective officers, directors, employees, and agents, from and against any claims, damages, or liabilities arising out of its own negligent acts, errors, or omissions in connection with this Agreement.

CSCR may satisfy such indemnity (in whole or in part) by way of deduction from any payment to Contractor.

12. Insurance

Contractor shall maintain appropriate insurance coverage, including professional liability, general liability, and workers’ compensation (if applicable). CSCR shall be listed as additional insured under such policy, and Contractor shall forward a certificate of insurance verifying such insurance upon CSCR’s written request, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 30-business day notification period and that CSCR will be immediately notified in writing of any such notice of termination.

13. Notices

All notices shall be in writing and delivered to:

For CSCR:
CareerSource Capital Region, Inc.
Attn: Keantha B. Moore, CEO
2910 Kerry Forest Parkway, D4-273
Tallahassee, FL 32309
Email: keantha.moore@careersourcecapitalregion.com

For Indelible:
Indelible Management Solutions, Inc.
Attention: Michael D. White

3800 Esplanade Way, Suite 200
Tallahassee, FL 32311
Email: mwhite@indelible-solutions.com

14. Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to choice of law principles. Contractor waives any and all privileges and rights relating to venue under any Florida statute, rule, and case law, including to those based on convenience. Any action or proceeding by either Party related to or arising out of this Agreement shall be brought in any state or federal court located in Leon County, Florida. In the event of any suit or action arising out of or relating to this Agreement, the prevailing party in such proceedings shall be entitled to recover their reasonable attorneys' fees and costs. **THE PARTIES HEREBY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION INVOLVING, CONCERNING, OR ARISING OUT OF THIS AGREEMENT.**

15. Force Majeure

Neither Indelible nor CSCR shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. Circumstances causing non-performance include, but are not limited to, war, riots, other civil disturbances, abnormal weather conditions, floods, earthquakes, fire, epidemics, pandemics, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint and delay in or inability to procure necessary permits, licenses or authorizations from any local, state, or federal agency or department for any of the authorizations, supplies, materials, accesses required to be provided by either Indelible or CSCR under this Agreement.

Should such circumstances occur, the non-performing party shall, within five (5) business days, give written notice to the other party, describing the circumstances preventing performance and the efforts being made to resume performance. No claim for damages, other than for an extension of time, shall be asserted against the parties regarding the invocation of this force majeure clause. **THE FOREGOING SHALL CONSTITUTE THE SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.**

16. Assignment

Neither Party shall assign any rights or delegate or subcontract any obligations under this Agreement without the other Party's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the Parties hereto and their respective successors and assigns.

17. Severability

The invalidity, illegality or unenforceability of any provision of this agreement or the occurrence of any event rendering any portion or provision of this agreement void shall in no way affect the validity or enforceability of any other portion or provision of this agreement. Any void provision shall be deemed severed from this agreement and the balance of this agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. Indelible and CSCR further agree to amend this agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

18. Entire Agreement

This Agreement represents the entire understanding between the Parties and supersedes all prior discussions or proposals. This Agreement may be modified or amended only by a written instrument mutually agreed to and signed by both Indelible and CSCR.

<<SIGNATURE PAGE TO FOLLOW>>

In witness thereof, the parties have caused this Agreement to be duly executed, intending to be bound thereby.

Indelible Management Solutions, Inc.

**Big Bend Jobs and Education Council, Inc.
d/b/a CareerSource Capital Region**



Signature

Signature

Michael D. White, II

Printed Name Printed Name

Keantha B. Moore

Chief Business Development Officer
Title

Chief Executive Officer
Title

January 28, 2026

Date

Date