

# GENERAL SERVICE AGREEMENT

**THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this 8th day of January 2024.**

## **Client**

Brevard Workforce Development Board, Inc.  
dba CareerSource Brevard  
297 Barnes Boulevard, Rockledge, FL 32955

## **Contractor**

Charles C Howell  
dba Total Pop Tech  
5904 Woodpoint Ter, Port orange, FL 32128

## **BACKGROUND**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## **Services Provided**

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
    - Merge various information systems infrastructure and software as noted below from CareerSource Flagler Volusia and CareerSource Brevard for use by a new combined entity.
    - VoIP Phone System, including a temporary link between the phone systems in each organization.
    - Microsoft 365 Tenant, preserving all important data and team sites from both organizations.
    - Network Infrastructure with a new domain name
    - Active Directory Services under new domain name
  2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.
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3. The services will be under the direction of Jeff Witt and/or his designated project manager.
4. As each of the consolidation services noted above commence, there will be a project plan and milestones created and approved by Jeff Witt or his designee.
5. Payment authorization will only be granted for services approved by Jeff Witt or his designated representative.

### **Term of Agreement**

6. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until December 29, 2024, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
7. In the event that either Party wishes to terminate this Agreement prior to December 29, 2024, that Party will be required to provide 10 days' notice to the other Party.

### **Performance**

8. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **Currency**

9. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

### **Compensation**

10. The Contractor will charge the Client for the Services at the rate of \$85.00 per hour (the "Compensation"). Total compensation for this contract will not exceed \$70,000.
11. The Contractor will invoice the Client every month and will be accompanied by a summary of the work performed for the corresponding invoice.
12. Invoices submitted by the Contractor to the Client are due within 30 days of receipt.
13. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

### **Interest on Late Payments**

14. Interest payable on any overdue amounts under this Agreement is charged at a rate of 2.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

## **Confidentiality**

15. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
16. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
17. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

## **Ownership of Intellectual Property**

18. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

## **Return of Property**

20. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

## **Capacity/Independent Contractor**

21. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

## **Equipment**

22. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

## No Exclusivity

23. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## Notice

24. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- CareerSource Brevard 297 Barnes Boulevard, Rockledge, FL 32955
- Charles C Howell, dba Total Pop Tech, 5904 Woodpoint Ter, Port Orange, FL 32128

or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

## Indemnification

25. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## Modification of Agreement

26. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

## Time of the Essence

27. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

## Assignment

28. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

**Entire Agreement**

29. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**Titles/Headings**

30. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Gender**

31. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

32. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

**Severability**

33. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

34. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 21st day of December 2023.

Brevard Workforce Development Board, Inc.  
dba CareerSource Brevard

Per:                     *Marci Murphy*                     (Signature)  
Officers Name: Marci Murphy, President

Charles C Howell dba Total Pop Tech

Per:                     *Charlie Howell*                     (Signature)  
Officer's Name: Charlie Howell, Owner

# Signature Certificate

Reference number: JSQII-TAQXN-XZF70-RMXHD

## Signer

## Timestamp

## Signature

### Marci Murphy

Email: mmurphy@careersourcebrevard.com

Sent: 21 Dec 2023 18:49:06 UTC  
Viewed: 21 Dec 2023 19:37:03 UTC  
Signed: 21 Dec 2023 19:37:22 UTC



### Recipient Verification:

✓Email verified 21 Dec 2023 19:37:03 UTC

IP address: 76.240.240.243  
Location: Melbourne, United States

### Charlie Howell

Email: charliehowell2@gmail.com

Sent: 21 Dec 2023 18:49:06 UTC  
Viewed: 21 Dec 2023 20:11:23 UTC  
Signed: 21 Dec 2023 20:13:10 UTC



### Recipient Verification:

✓Email verified 21 Dec 2023 20:11:23 UTC

IP address: 209.16.112.66  
Location: Port Orange, United States

Document completed by all parties on:

21 Dec 2023 20:13:10 UTC

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