ADDENDUM TO MUNICIPAL SERVICES AGREEMENT

RECITALS

WEHEREAS, City and Service Provider are parties to that Municipal Services Agreement dated July 26, 2019, recorded in the Official Records of Brevard County, Book 8503, Page 162 ("Agreement"); and

WHEREAS, in exchange for the Municipal Services provided to the City by the Service Provider, the City currently leases Offices # 203 and 204 of the Porcher House to the Service Provider; and

WHEREAS, Exhibit A of the Agreement establishes the Scope of Work of the Municipal Services to be performed by the Service Provider; and

WHEREAS, Exhibit A provides that the City and Service Provider would agree upon a revised Scope of Work on or before March 1, 2020, which has been delayed due to the COVID-19 pandemic; and

WHEREAS, the parties now desire to enter into this Addendum to update the Scope of Work, which shall govern the Municipal Services to be performed by Service Provider through the remainder of the Agreement Term as defined in the Agreement.

NOW THEREFORE, the parties hereto agree as follows:

Section 1.0 <u>Recitals.</u> The foregoing recitals are hereby deemed true and correct and are fully incorporated herein by this reference.

Section 2.0 <u>Scope of Work.</u> Pursuant to Exhibit A, Scope of Work, of the Agreement, City and Service Provider hereby agree the following Scope of Work shall apply through the remainder of the Term of the Agreement:

- A. The Service Provider will provide to the City a promotional table at each of the Service Provider's upcoming events for the City to display any promotional events or materials.
- B. The Service provider will include the City logo on all promotional materials for upcoming events of the Service Provider. The City shall have the right to review the Service Provider's promotional materials in advance of their release and the City may reject inclusion of the City logo thereon in its sole discretion.
- C. The Service Provider will help promote and collect items for the City's food, toy, and school supply drives.
- D. The Service provider will help plan and promote the "Hot Cocoa Holidays" events which will occur in December 2020, which include but are not limited to, the Holiday Craft Fair, Cocoa/Rockledge Holiday Parade, and Cocoa Holiday Festival.
- E. The Service Provider will help to promote the City of Cocoa's City Government Week events in October 2020, which include but are not limited to an Open House at City Hall and a Touch-a-Truck

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- F. The Service Provide will be the organizing body of the Cocoa Village art group, Cocoa ArtBeatz, and facilitate art projects in the historic downtown.
- G. The Service Provider will coordinate business signage in the downtown, to include number of signs per station and removing signage of businesses that are no longer operating, and will coordinate with the City to establish guidelines and maintenance schedules and procedures.
- H. Service Provider will create and distribute in coordination with the City's Economic Development division an available properties guide for the downtown.
- I. Service Provider will work with the City's Economic Development division on enhancing the welcome packet given to all new businesses in the community.
- J. Service Provider will explore the option of having a parking shuttle available for the downtown and report back to the City costs, staffing and feasibility of this project.
- K. Service Provider will coordinate with the City's Public Relations Specialist on marketing materials for the historic downtown including but not limited to: tourism marketing and advertising, and Historic Cocoa Village brochure.
- L. Service Provider will host community events in the historic downtown to include but not limited to: Arts & Crafts Fairs, Sip &Stroll events, Car Shows, etc.
- M. Service Provider will assist the City's Public Works Department on various landscaping enhancement projects for the historic downtown and will seek grants where possible to enhance the landscaping and ambiance of the downtown.
- N. Service Provider will coordinate with the City's Public Works Department to help with the annual sidewalk/curb cleaning project.
- O. Service Provider will work with property owners in the downtown to put up temporary signage in the vacant storefronts to enhance the look and cohesiveness of the downtown.

Section 3.0 <u>Other Terms and Conditions; Conflict.</u> Any other term or condition of the Agreement not expressly modified by this Addendum shall remain in full force and effect. Should any term or condition of the Agreement conflict with any term or condition of this Addendum, this Addendum shall control.

IN WITNESS WHEREOF, each party to this Addendum has caused it to be executed on the date indicated below.

ATTEST:

CITY OF COCOA:

ADDENDUM TO MUNICIPAL SERVICES AGREEMENT Page 2 of 3 Carie Shealy, City Clerk

Matthew Fuhrer Interim City Manager Date

STATE OF FLORIDA COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2020, by Matthew Fuhrer, the Interim City Manager of the City of Cocoa, a Florida municipal corporation, on behalf of the City, who is personally known to me or produced ______ as identification.

(NOTARY SEAL)	(Notary Public Signature)	
	(Notary Fublic Signature)	
	(Print Name)	
	Notary Public, State of	
	Commission No.: My Commission Expires:	
WITNESSES:	SERVICE PROVIDER:	
WIIILOOLO.	SERVICE TROVIDER.	
	By:	
	Signature Date	
STATE OF		
COUNTY OF		

The foregoing instrument was acknowledged before me by means of (___) physical presence or (___) online notarization, this _____ day of _____, 2020, by _____, the _____ of Greater Cocoa Community Partnership, Inc., a Florida not-for-profit corporation. He/she is personally known to me or produced ______ as identification.

(NOTARY SEAL)

(Notary Public Signature)

(Print Name) Notary Public, State of ______ Commission No.: ______ My Commission Expires: _

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