

**TERMINATION OF MUNICIPAL SERVICES AGREEMENT AND LEASE**

**THIS TERMINATION OF MUNICIPAL SERVICES AGREEMENT AND LEASE** ("Termination Agreement") is made and entered into this 26<sup>th</sup> day of July, 2019, by and between the **CITY OF COCOA**, a municipal corporation existing under the laws of the State of Florida ("City") and **GREATER COCOA COMMUNITY PARTNERSHIP, INC.**, a Florida Not For Profit Corporation, d/b/a "Cocoa Main Street," ("Cocoa Main Street") located at 434 Delannoy Ave, Suite #100, Cocoa, FL 32922 (collectively referred to as the "Parties").

**RECITALS**

**WHEREAS**, the City and Cocoa Main Street entered into a Municipal Services Agreement dated December 19, 2017, a copy of which is attached hereto as Exhibit "A" (the "2017 Municipal Services Agreement"), for the lease of identified office space within the Porcher House at a reduced rental rate in exchange for the Municipal Services identified in the 2017 Municipal Services Agreement;

**WHEREAS**, prior to the expiration of the initial term of the 2017 Municipal Services Agreement, Cocoa Main Street requested of the City that the 2017 Municipal Services Agreement be amended to change office space locations within the Porcher House and to authorize one additional party, The Historic Cocoa Village Association, Inc., as a provider of identified municipal services as well as a tenant to office space located within the Porcher House;

**WHEREAS**, a new Municipal Services Agreement (the "2019 Municipal Services Agreement") was authorized by the City, Cocoa Main Street, and The Historic Cocoa Village Association, Inc., for different office space location within the Porcher House and which also includes the Historic Cocoa Village Association, Inc., as a provider of identified municipal services to be provided to the City, as described therein;

**WHEREAS**, the City and Cocoa Main Street desire to terminate the 2017 Municipal Services Agreement pursuant to the terms provided herein.

**NOW THEREFORE**, for and in consideration of the provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Cocoa Main Street hereby agree as follows:

1. **Recitals.** That all of the foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Effective Date & Termination Date.** This Termination Agreement shall be valid and binding upon the date of execution by the last signing party ("Effective Date"); however, the 2017 Municipal Services Agreement shall automatically terminate without further action by the Parties and be of no further force or effect on 11:59 P.M. EST August 1, 2019 ("Termination Date").

3. **Vacation of Premises.** Cocoa Main Street shall fully vacate the leased Premises identified by the 2017 Municipal Services Agreement on or before the Termination Date.

4. **Release.** Except for the obligations set forth herein, Cocoa Main Street agrees to release and forever discharge the City of and from any and all past, present or future claims, debts, demands, damages, losses, liabilities, any manner of action and actions, cause and causes of action of any kind whatsoever both at law and in equity, which Cocoa Main Street now has, or may hereafter have arising out of or relating to the 2017 Municipal Services Agreement.

5. **Applicable Law.** This Termination Agreement and the provisions contained herein shall be construed, controlled and enforced in accordance with the laws of the State of Florida.

6. **Counterparts.** This Termination Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement.

7. **Recordation.** This Termination shall be recorded in the public records of Brevard County, Florida.

IN WITNESS WHEREOF, the Parties hereto have caused this Termination Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

WITNESS:

GREATER COMMUNITY PARTNERSHIP, INC.,  
D/B/A "COCOA MAIN STREET"

Carie Shealy

Print Name: Carie Shealy

Monica Arsenault

Print Name: Monica Arsenault

By: Robyn K Greene

Print name: ROBYN K GREENE

Title: SECRETARY

Date: 7-26-19

ATTEST:

CITY OF COCOA:

Carie Shealy

Carie Shealy, City Clerk

John Titkanich, Jr.

By: John Titkanich, Jr.

AICP, ICMA-CM

City Manager

Date: 07/24/2019

