

**COOPERATION AGREEMENT FOR HOME REPAIRS NECESSITATED BY
DAMAGE CAUSED BY HURRICANE IRMA**

THIS COOPERATION AGREEMENT FOR HOME REPAIRS NECESSITATED BY DAMAGE CAUSED BY HURRICANE IRMA ("Agreement") is entered into between Broward County ("County") and _____, ("Municipality") (collectively, the "Parties").

RECITALS

WHEREAS, the parties wish to enter into this Agreement in order to expedite temporary repairs on single-family homes that were rendered uninhabitable by Hurricane Irma; and

WHEREAS, the County has executed a Ten Million Dollar (\$10,000,000) Federally-Funded Subaward and Grant Agreement ("Grant"), attached as Exhibit "A," with the State of Florida, Division of Emergency Management, to be used to reimburse the County for repairs to certain homes damaged by Hurricane Irma; and

WHEREAS, the County is seeking the assistance of municipalities to perform certain work in connection with this Grant with regard to homes located within the respective municipalities; and

WHEREAS, Municipality is willing to perform such work within its municipal boundaries.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Municipality agrees to perform all of the Step Tasks to be Completed by City ("City STEP Tasks") and to advance the funds necessary to perform the City STEP Tasks attached as Exhibit "B".

2. In performing the City STEP Tasks, Municipality agrees to comply with all of the conditions set forth in the Grant including but not limited to Federal Emergency Management Agency ("FEMA") guidelines, relevant federal and state statutes, regulations, and procurement and other rules set forth or referenced in the Grant.

3. County agrees to perform all of the STEP Tasks to be Completed by County ("County STEP Tasks") attached as Exhibit "C".

4. County agrees to reimburse Municipality for the funds expended at the completion of the City STEP Tasks provided the Municipality complies with all FEMA guidelines, relevant federal and state statutes, and regulations and procurement rules and requirements set forth in the Grant.

6. Municipality agrees to submit invoices to County at least quarterly and include supporting documentation for all costs of the project or services. The Municipality's final invoice shall be submitted within sixty (60) days after the expiration date of the Grant.

7. Municipality agrees that a request for payment from the County must include the following certification, signed by an official who is authorized to legally bind the Municipality: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award (the "Grant"). I am aware that any false, fictitious, or fraudulent information, or omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims, or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

8. Municipality agrees to refund to County any and all funds paid by County to Municipality pursuant to this Agreement for which County is not reimbursed by the State of Florida and/or FEMA pursuant to the Grant.

INTEGRATION CLAUSE

This Agreement represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written. The parties further agree that any subsequent modification to the terms hereof shall be effective only if reduced to writing and signed by authorized representatives of each of the parties.

BROWARD COUNTY

BROWARD COUNTY, through its
County Administrator

By _____
Bertha Henry

_____ day of _____, 2017

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: [Signature] 10/18/2017
Mark A. Journey (Date)
Assistant County Attorney

MUNICIPALITY

ATTEST:

_____, City Clerk

By: _____
_____, Mayor

_____ day of _____, 2017

Approved as to form and legality:

By: [Signature]
Assistant, City Attorney

By: [Signature]
_____, City Manager

27th day of October, 2017

27th day of October, 2017

WITNESSES

Astrid Spertling
SIGNATURE

SIGNATURE

Astrid Spertling
Print Name

Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on _____, 2017,
by _____, as _____ of
_____, Florida, a political subdivision of the state of Florida, who is
personally known to me or who has produced _____, as
identification and did (did not) take an oath.

NOTARY PUBLIC
State of Florida at Large

My commission expires:

PRINTED Name of Notary