

**FIFTH AMENDMENT TO MEMORANDUM(S) OF AGREEMENT
FOR PARTICIPATING FORT LAUDERDALE UASI AGENCIES**

This Fifth Amendment to Memorandum(s) of Agreement for Participating Fort Lauderdale UASI Agencies (the "Fourth Amendment") is entered into this ____ day of _____ 20____, by and between the City of Miramar, a municipal corporation of the State of Florida (the "Sponsoring Agency") and **The City of Fort Lauderdale**, a political subdivision of the of the State of Florida (the "Participating Agency").

RECITALS

WHEREAS, the Sponsoring Agency and the Participating Agency entered into a Memorandum of Agreement for Participating Fort Lauderdale UASI Agencies dated August 27, 2009 (the "Primary MOA") related to expenditures of funds allocated in the amount of **\$437,726.00** subgranted to the Participating Agency under the FY 2008 Urban Area Security Initiative ("UASI") Grant Program, the initial term of which was to end on May 31, 2011; and which term has been extended through August 31, 2012 by way of four previous amendments approved by the parties; and

WHEREAS, the Sponsoring Agency and the Participating Agency entered into another Memorandum of Agreement for Participating Fort Lauderdale UASI Agencies dated November 23rd, 2009 (the "Regional MOA") related to expenditures of funds allocated in the amount of **\$50,000.00**, subgranted to the Participating Agency under the FY 2008 Urban Area Security Initiative ("UASI") Grant Program for a regional project to fund: planning, recruitment, training, exercising, provision of supplies and equipment, and/or continuation of education for the South Florida Citizen Corps Taskforce ,to be expended and reimbursed pursuant to the terms of the MOA, the initial term of which was to end on May 31, 2011; and which term was extended through August 31, 2012, by way of four previous amendments approved by the parties; and

WHEREAS, the MOA(s) are subject to all terms, provisions and conditions of the Federally Funded Subgrant Agreement between the Sponsoring Agency and the State

of Florida, Division of Emergency Management for FY 2008 (the "State Agreement"), the current term of which will end or has ended on August 31, 2012; and

WHEREAS, the Sponsoring Agency has applied to the State of Florida for an extension of the term of the State Agreement in order to provide additional time for the completion of procurement and the expenditure of the grant funding available under the FY 2008 UASI Grant Program; and

WHEREAS, the State of Florida has agreed, subject to execution of a written contract modification, to reinstate and extend the State Agreement through November 30, 2012; and

WHEREAS, the parties mutually desire to reinstate and extend the term of all referenced MOAs between the parties related to FY 2008 UASI Grant funding through the same extension date as approved by the State of Florida for the State Agreement, to wit: November 30, 2012, in order to provide additional time for the completion of the procurement process and the expenditure of the grant funding available under the FY 2008 UASI Grant Program.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. In conjunction with the extension of the State Agreement through November 30, 2012, the referenced MOA(s) between the parties is reinstated and the term extended to November 30, 2012.
2. All terms, provisions and conditions of the MOA(s) not inconsistent with this Fifth Amendment shall remain in full force and effect.

SPONSORING AGENCY

THE CITY OF MIRAMAR, a municipal corporation of the State of Florida

ATTEST:

Yvette McLeary
City Clerk

BY: _____
Robert A. Payton
City Manager
Date: _____

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar only:

Weiss Serota Helfman Pastoriza
Cole & Boniske, P.L., City Attorney

2008 UASI – The City of Fort Lauderdale

PARTICIPATING AGENCY

ATTEST:

Name:
Title:

BY: _____
Name:
Title:
Date: _____

APPROVED AS TO FORM AND
CORRECTNESS:

Participating Agency Attorney

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Fort Lauderdale