

**MEMORANDUM OF AGREEMENT FOR USE OF STARLINK SATELITE KITS
BETWEEN
THE FLORIDA DIVISION OF
EMERGENCY MANAGMENT AND
DESOTO COUNTY EMERGENCY MANAGEMENT**

This Memorandum of Agreement (“MOA”) is entered into by and between the **Florida Division of Emergency Management** (“FDEM”) and **DeSoto County**, a political subdivision of the State of Florida, on behalf of its Department of **Emergency Management** (“Recipient”).

WHEREAS, FDEM owns Starlink Satellite Internet Kits, in response to disaster recovery efforts.

WHEREAS, the purpose of this appropriation was to provide FDEM with hyper-local, reliable internet connectivity service in strategic locations to provide critical information to assist in the deployment of resources to impacted areas during times of severe weather or emergencies;

WHEREAS, FDEM has coordinated with the counties where the Starlink Satellite Kits would be deployed and operated;

WHEREAS, ownership of the Starlink Satellite Kits will be transferred to the Recipient;

WHEREAS, to ensure that this Starlink Satellite Kit(s) continues to benefit the state, the Recipient will agree to maintain each Starlink Satellite Kit it receives.

NOW, THEREFORE, in consideration of the mutual promises and conditions herein contained, the Parties agree to the following terms:

1. Recipient agrees to take possession of the Starlink Satellite Kit(s) within its control from FDEM immediately upon receipt of the Starlink Satellite Kit.
2. FDEM will transfer ownership and billing responsibilities to the Recipient. The Recipient is responsible for all billing of services.
3. Recipient expressly agrees to be fully responsible for the maintenance, repair, software updates, and any other costs of the Starlink Satellite Kit(s) for the duration of their estimated lives. A Starlink Satellite Kit’s expected equipment life is estimated to be five (5) years. At its option, Recipient may separately contract with SPACEX for operational support.
4. Recipient agrees to use the Starlink Satellite Kit(s) for their intended purpose and provide connectivity during emergent operations and as needed.

8. Miscellaneous

- a. This MOA shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida.
- b. The Parties agree that nothing in this MOA serves to create an employer-employee relationship between FDEM and Recipient.
- c. This Agreement creates neither a partnership nor a joint venture, and neither Party has the authority to bind the other.
- d. Except for the attachment of proof of installation of the Starlink Satellite Kit(s), any modification of this MOA or additional obligation assumed by either Party with regard to this MOA shall be binding only if evidenced in writing signed by an authorized representative of each Party.
- e. Either Party may request changes to this MOA. Any changes, modifications, revisions or amendments to this MOA that are mutually agreed upon by and between the Parties to this MOA, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOA.
- f. This MOA shall not be construed against either Party and shall be deemed to have been drafted by both Parties.
- g. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of Section 768.28, F.S. Nothing herein shall be construed as consent by either Party to be sued by third parties.
- h. This MOA, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this MOA.
- i. This MOA may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same MOA.

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IN WITNESS WHEREOF, the parties hereto have caused this MOA to be executed by their undersigned officials as duly authorized.

DeSoto County

FLORIDA DIVISION OF
EMERGENCY ANAGEMENT

By:_____

By:_____

Steve Hickox,
Board Chairperson

Printed Name and Title

Date

Date

Addendum A

Identity of the Starlink Satellite Kit(s), to include a serial number, location address, and other relevant information, is incorporated by reference and shall be attached to this MOA without need for further agreement by the Parties.

Starlink High Performance	Serial Number	Mission #	Agency/Organization
Starlink High Performance	KITP00033190		DeSoto County
Starlink High Performance			