

**MEMORANDUM OF AGREEMENT FOR USE OF STARLINK SATELITE KITS
BETWEEN
THE DEPARTMENT OF
MANAGEMENT SERVICES AND

Levy County**

This Memorandum of Agreement (“MOA”) is entered into by and between the **Department of Management Services** (“DMS”) and **Levy County** (“Recipient”).

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

WHEREAS, the purpose of this appropriation was to provide DMS 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, DMS 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 DMS immediately upon receipt of the Starlink Satellite Kit.
2. DMS 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.

5. Proof of issuance of the Starlink Satellite Kits(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.
6. All notices provided under or pursuant to this MOA shall be in writing, and sent via certified mail return receipt requested, along with a courtesy copy via electronic mail, to the representatives and addresses identified below:

For DMS: Denise Adkins, ESF 2
Coordinator
Florida Department of
Management Services
4030 Esplanade Way
Tallahassee, FL 32399
850-728-8931
Denise.Adkins@dms.fl.gov

For Recipient Name: John MacDonald
Title: Emergency Mgmt. Director
Address: 7911 NE 90th Street
Bronson, Florida 32621
Phone Number: (352) 486-5213
Email: johnmacdonald@levydisaster.com

7. Term
 - a. The Term of this MOA is five years from the date of installation of the Starlink Satellite Kit(s).
 - b. If the Starlink Satellite Kit(s) ceases operation prior to the end of this agreement, or if the Starlink Satellite Kit(s) is destroyed by an accident not otherwise covered by insurance, the Recipient is not obligated to replace the Starlink Satellite Kit(s) and the MOA would be void unless the parties agree otherwise. If damaged, after consulting with the Recipient, DMS replaces the damaged Starlink Satellite Kit(s), the Recipient is responsible for the maintenance of the new unit through the remainder of the original term of this MOA.
 - c. Provisions surviving the Term of this MOA: (1) the Recipient shall allow DMS to continue monitoring status and disposition of the Starlink Satellite Kit(s) through the SpaceX Starlink Portal; (2) DMS and the Recipient may mutually agree as to the allocation of responsibility for maintaining the Starlink Satellite Kit(s) following the end of the Term of this MOA.

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 DMS 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.

INTENTIONALLY LEFT BLANK

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

FL DEPARTMENT OF
MANAGEMENT SERVICES

By: _____

By: _____

Printed Name and Title

Denise Adkins, ESF 2 ECO

Printed Name and Title

Date

Date

Addendum

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			
Starlink High Performance			
Starlink High Performance			
Starlink High Performance			
Starlink High Performance			
Starlink High Performance			