

**MEMORANDUM OF AGREEMENT FOR USE OF KAIROS UHF REPEATERS BETWEEN  
THE FLORIDA DIVISION OF EMERGENCY  
MANAGEMENT AND  
SARNet, INC Not for Profit 501 (C) 3**

This Memorandum of Agreement (“MOA”) is entered into by and between the **Florida Division of Emergency Management (“FDEM”)** and **SARNet, INC**

WHEREAS, FDEM owns KAIROS UHF REPEATERS BETWEEN, in response to disaster recovery efforts.

WHEREAS, the purpose of this appropriation was to provide FDEM with hyper-local, reliable amateur radio 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 SARnet Inc. where the KAIROS UHF REPEATERS would be deployed and operated;

WHEREAS, custodianship of the KAIROS UHF REPEATERS will be transferred to the Recipient;

WHEREAS, to ensure that this Kairos UHF Repeaters continues to benefit the state, the Recipient will agree to maintain each Kairos UHF Repeaters 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 Kairos UHF Repeaters within its control from FDEM immediately upon receipt of the Kairos UHF Repeaters.
2. FDEM will transfer custodianship and maintenance responsibilities to the Recipient.
3. Recipient expressly agrees to be fully responsible for the maintenance, repair, software updates, and any other costs of the Kairos UHF Repeaters for the duration of their estimated lives. A Kairos UHF Repeaters expected equipment life is estimated to be five (5) years.
4. Recipient agrees to use the Kairos UHF Repeaters 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 Kairos UHF Repeaters, 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.

**IN WITNESS WHEREOF**, the terms and conditions of this Agreement are accepted by both Parties.

<p>SARNet, INC. 501 (C) 3</p> <p>BY: <u></u></p> <p><u>President, SARNet</u></p> <p>Printed Name and Title</p> <p><u>1-12-2026</u></p> <p>Date</p>	<p>FLORIDA DIVISION OF EMERGENCY MANAGEMENT</p> <p>BY: <u></u></p> <p><u>Jason Ray, Chief Information Officer</u></p> <p>Printed Name and Title</p> <p><u>1/14/26</u></p> <p>Date</p>
---	---