

The following MOA instructions and template are for non-procurement contracts in which funds will be exchanged for services.

User's Quick Reference

MOA for non-procurement contract in which funds will be exchanged for services

The MOA document is read-only. Save it to your computer before you begin. Users should print this quick reference and use it when editing the MOA.

Troubleshooting:

Problem: Text in box remains instead of being replaced, i.e., you can't type in the form.

Solution: Select the box first using the radio button at the left of the box. 

Problem: Cannot delete an unused text box.

Solution: Select the box as described above, then delete it.

Note about Attachments:

Any attachments to the MOA should be referenced in the Article to which they apply. Since not all MOAs will include attachments, no text boxes related to attachments currently exist in the MOA template. You will need to edit the general text of the Article of the MOA in which you are including reference to an attachment. Enumerate attachments alphabetically (i.e., Attachment A, Attachment B, etc.). Examples of documents you may wish to attach include a detailed timeline or scope of work, a detailed budget, and/or an invoicing schedule.

MOA Components

Introduction

The date in the first paragraph should reflect the day, month, and year of the Board Meeting at which the MOA will be presented.

If the district will be utilizing grant funding to fulfill the financial commitments outlined in the MOA, a copy of the Grant Award Notification (GAN) should be included as Attachment A to the MOA. See note about attachments at the beginning of this document. To reference the GAN, modify the following sentence in the second paragraph of the introduction, after the name of the grant project. *For consideration of mutual promises, covenants, and obligations contained herein, the School District hereby retains the Provider to undertake certain activities described in Article I and Attachment {insert attachment letter} in connection with the award by the {insert funding agency name} ("Agency"), Award #{insert Award Number from GAN}.*

Article I

Scope of Service

If you wish to include additional detail about the activities to be conducted, such as a detailed scope of work or project timeline, you can reference those documents in an optional attachment.

See note about attachments at the beginning of this document. To reference an attachment in this Article of the MOA, add the following sentence in the first paragraph of the Article. *The Provider agrees to carry out the following activities outlined in the {insert funding agency name}-approved grant application, detailed in Attachment {insert attachment letter} to this agreement.*

Activities

List activities the Provider will carry out in relation to the proposed project/program/grant.

- Click and list in sentence form using commas or semicolons to separate the activities.
- Repeat for District activities.

Reporting

Insert language here as to how the project/program/grant will be evaluated, and how the results of the partnership will be reported to the School District and/or the funding agency.

Article II Period of the Agreement

The Agreement becomes effective on the date of Board approval. The end date varies according to the project.

Multi-year agreements are allowable. Below is sample language that could be included here to indicate a multi-year agreement:

Notwithstanding the preceding sentence, the terms of this Agreement shall automatically renew for successive one year terms, unless either party gives the other party notice of termination of this Agreement effective at least 90 days before the expiration of the then-current term.

Article III Compensation

Modify this section to describe the compensation that is designated for the Provider upon completion of specified activities. If the Provider is also contributing an in-kind match, the language should make it clear that this is the case, and enumerate the value of the in-kind services to be provided.

All MOAs are cost-reimbursable agreements between the School District and the Provider. A copy of the approved budget detailing the maximum amount to be reimbursed, as well as an invoicing schedule, should be referenced as attachments in this section.

Article IV Termination of the Agreement

The language in Article IV is mandatory and should not be changed.

**Article V
Record Keeping Requirements**

The language in Article V is mandatory and should not be changed.

**Article VI
Statement of Assurance**

The language in Article VI is mandatory and should not be changed.

**Article VII
Notification Requirements**

The language in Article VII is mandatory and should not be changed.

**Article VIII
Indemnification Requirements**

The language in Article VIII is mandatory and should not be changed.

**Article IX
Severability**

The language in Article IX is mandatory and should not be changed.

**Article X
Language and Form**

The language in Article X is mandatory and should not be changed.

**Article XI
Confidentiality**

The language in Article XI is mandatory and should not be changed.

**Article XII
Notice**

Enter all of the requested contact information for the School District designee and the Provider.

All other language in Article XII is mandatory and should not be changed.

**Article XIII
Modification**

Attachments may include a detailed work plan, alternate funding sources, etc. Note attachments here accordingly using letters: A, B, C.... If no attachments, delete this phrase from the sentence.

If two Provider signatures are not required, delete the second red text box and signature line.

MOA Template

Non-procurement contracts in which funds will be exchanged for services

**MEMORANDUM OF AGREEMENT
BETWEEN
THE SCHOOL BOARD OF HILLSBOROUGH COUNTY, FLORIDA
AND
[CLICK HERE TO INSERT THE NAME OF THE LEGAL 3RD PARTY](#)**

This Agreement is made and entered into this [Click dropdown to enter day](#) day of [Click dropdown to select month](#), [Click dropdown to select year](#), by and between the School Board of Hillsborough County, Florida, 901 E. Kennedy Boulevard, Tampa, FL, 33602, a public body hereinafter referred to as the ("**School District**") and [Click here to enter legal name.](#), hereinafter referred to as the ("**Provider**").

WITNESSETH, the parties hereto, in recognition of their mutual responsibility to provide support for the [Click dropdown to choose an item.](#) entitled, [Click here to insert the name of the project.](#) For consideration of mutual promises, covenants, and obligations contained herein, the School District hereby retains the Provider to undertake certain activities described in this agreement. The parties agree as follows:

**Article I
Scope of Service**

The purpose of this project/program is to [Click here to describe the purpose of the proposed project.](#) By entering into this Memorandum of Agreement (MOA), the partners indicate their commitment to support all aspects of the responsibilities and all phases of the activities described below. The purpose of this MOA is to establish a framework of collaboration, as well as articulate specific roles and responsibilities for each entity that will support the full and effective implementation of the proposed project.

Activities

The Provider agrees to carry out the following activities: [Click here to list Provider activities.](#)

In conjunction with the Provider's commitment, HCPS will support implementation of the project in the following ways: [Click here to list School District activities.](#)

Reporting Requirements:

The Provider will work in collaboration with School District personnel to garner the appropriate information and data necessary to complete all required reporting: [Click here to insert language here as to how the project/program/grant will be evaluated.](#)

**Article II
Period of the Agreement**

The Agreement shall become effective [Click dropdown to select month](#) [Click dropdown to select day](#), [Click dropdown to select year](#) and be in force up to, and including [Click dropdown to select](#)

month [Click dropdown to select day](#), [Click dropdown to select year](#). The Agreement may be extended by mutual written agreement of the parties.

Article III Compensation

Subject to the receipt of funds from the Agency, the School District agrees to compensate the Provider on a cost reimbursement basis, for an amount not to exceed \$ [Click here to add a dollar amount if the School District is paying the provider for services](#). during the project period. If applicable, the School District authorizes pre-award spending from the first day of the approved budget period. Additional funds will be contingent upon the availability of funds and satisfactory project performance. All claims for payment will be in accordance with the budget outlined in Attachment [Click here to indicate attachment letter](#). It is further agreed that all invoices described in Attachment [Click here to enter attachment letter](#) should reference the project/program entitled, [Click here to insert the name of the project](#), contain an original signature from an authorized official of the Provider, and should be sent to the School District's designee for approval.

The Provider agrees to return to the School District any overpayments due to unearned funds. Such funds should be considered School District funds and shall be refunded to the School District within 45 days following the time of overpayment is discovered, unless otherwise authorized by the School District in writing.

The Provider shall provide expenditure documentation in detail sufficient for a proper invoice evaluation and pre- and post-audit thereof. Supporting documentation for expenditures is required for all funding methods. Examples of such documentation include but are not limited to: payroll records, contracts, invoices with check numbers verifying payment, and/or bank statements; all or any of which must be available upon request.

The School District shall issue payment within 40 days after receipt of an acceptable receipt, inspection, and acceptance of goods and/or services provided in accordance with the conditions of the Agreement.

Article IV Termination of Agreement

Either the School District or the Provider may terminate this Agreement without cause by delivering written notice to the other party at least thirty (30) days prior to the date on which termination is to be effective.

At any time during the term of this Agreement, if either party breaches or fails to perform its responsibilities and obligations under the terms hereof, and the defaulting party fails to correct such deficient performance to the reasonable satisfaction of the other party within sixty (60) days after receipt of written notice from the other specifying such deficiency, the non-defaulting party may terminate this Agreement by giving written notice to the other.

Article V
Record Keeping Requirements

The Provider will keep adequate records and supporting documentation regarding this contracted matter. Furthermore, the Provider shall make available to the School District's authorized representative, as allowed by law, all records for audit or inspection purposes. Said records and documentation shall be retained by the Provider for a minimum of five (5) years from the date of termination of this Agreement.

Article VI
Statement of Assurance

During the performance of this Agreement, the Provider herein assures the School District that the Provider is in compliance with Title VII of the 1964 Civil Right Act, as amended, and the Florida Human Rights Act of 1977, in that the Provider does not discriminate on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status, discriminate in any form or manner the Provider's employees or applicants for employment. The Provider understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Provider herein assures the School District that said Provider will comply with Title VI of the Civil Rights Act of 1964 when federal grant funds are involved in the provision of services required hereunder. Other applicable federal and state laws, executive orders, and regulations prohibiting the type of discrimination as herein delineated are included by this reference thereto. This Statement of Assurance shall be interpreted to include Vietnam era veterans and disabled veterans within its protective range of applicability. In instances where the total payments to be made to the Provider by the School District under this Agreement amount to \$10,000 or more the Provider (as contractor) shall abide by the provisions of the Provider's local Equal Opportunity Clause.

Article VII
Notification Requirements

Both parties hereto agree to give all notices and comply with all laws, ordinances, rules and regulations applicable to the provision of the supportive services required herein. If either party observes that any of the provisions of this Agreement are at variance therewith, said party will give the affected party prompt written notice thereof. Any necessary changes to the provisions contained herein shall be adjusted by an appropriate modification hereto.

Article VIII
Indemnification Requirements

To the extent of its limited waiver of sovereign immunity in Florida Statute 768.28, the Provider agrees to indemnify and hold harmless the School District for all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of the Provider and its agents, subcontractors, and employees, in the course of the operation of this contract. Further, and to the extent provided under 768.28, Florida Statutes, the Provider agrees to defend the School District, upon receiving timely written notification from the School District, against all claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the negligent or intentional acts or omissions of

the Provider and its agents, subcontractors, and employees, in the course of the operation of this contract. Where the School District and the Provider commit joint negligent and intentional acts, the School District shall not be liable for, nor have any obligation to defend the Provider with respect to the part of the joint negligent or intentional act committed by the Provider. In no event shall the School District be liable for or have any obligation to defend against such claims, suits, judgments, or damages, including court costs and attorney's fees, arising out of the sole negligent or intentional acts of the Provider. Nothing herein shall be interpreted to expand or enlarge the scope of the waiver of sovereign immunity for state agencies as provided in Florida Statutes 768.28, Florida Statutes and Provider does not consent to be sued other than as provided by Florida law.

**Article IX
Severability**

If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties hereto contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

**Article X
Language and Form**

The form, or any of the language contained in this Agreement, shall not be interpreted or construed in favor of or against either party hereto as the drafter thereof.

**Article XI
Confidentiality**

The Provider will keep all records confidential to the extent required or allowed by applicable law. Any information received by the Provider in the performance of this agreement from the School District, or from any student, parent, or guardian participating in activities conducted by the Provider will not be shared or otherwise disseminated except as allowed or required by law. Nothing herein will in any way limit or otherwise affect the Provider's obligations to maintain and allow access to public records as defined and required by applicable law.

**Article XII
Notice**

All Written Notices required or allowed by this Memorandum of Agreement shall be delivered at the following addresses:

School District: [Click here to enter name of School District designee.](#)
 [Click here to enter title of School District designee.](#)
 Hillsborough County Public Schools
 [Click here to insert School District designee address.](#)
 [Click here to insert School District city, state, and zip code.](#)

Provider: [Click here to enter name of Provider](#)

[Click here to insert Provider's title.](#)
[Click here to insert Provider's address.](#)
[Click here to insert Provider's city, state, and zip code.](#)

Notice shall be deemed to have been given upon (a) receipt by recipient if personally delivered; or (b) one day after delivery by a recognized overnight courier delivery service such as Federal Express or United Parcel Service.

**Article XIII
Modification**

This Agreement may be amended or modified by a written instrument executed by the duly authorized representatives of the parties' hereto. Similarly, no agreement that affects the provisions of this Agreement shall be valid unless made in writing and executed by the Provider and the School District.

The foregoing constitutes the entire Agreement, including Attachment [Click here to note attachment letters](#) , between the parties with respect to the subject matter contained therein.

IN WITNESS WHEREOF, The School Board of Hillsborough County, Florida and [Click here to insert legal name of Provider](#). have executed this Agreement on the date first above written.

ATTEST: For [Click here to insert legal name of Provider](#).

BY: _____
Title of Provider's Authorized Representative.

BY: _____
Title of Provider's Authorized Representative.

Date Signed: _____

Date Signed: _____

ATTEST: For The School Board of Hillsborough County, Florida

BY: _____
Superintendent

BY: _____
School Board Chair

Date Signed: _____

Date Signed: _____