

**AGREEMENT FOR ACCEPTANCE OF A SPECIFIED AMOUNT OF FUNDS  
UNDER SECTION 1024 of WRRDA 2014, AS AMENDED,  
TO BE USED IN ADDITION TO FEDERAL FUNDS PROVIDED FOR THE PROJECT**

**November 14, 2017**

**Applicability and Instructions:**

1. The attached is provided as a template to be used in development of an agreement for accepting a specific amount of funds from a non-federal public entity, a nonprofit entity, or a private entity under Section 1024 of WRRDA 2014, as amended (33 U.S.C. 2325a). It does not cover the acceptance of materials or services. Guidance on the acceptance and expenditure of such funds is provided in the Implementation Guidance, dated Sept 28, 2017, for Section 1153 of WRDA 2016, which amended Section 1024 of WRRDA 2014.
2. Make all required insertions; remove this cover page; remove the open and close brackets and any instructional text; and ensure the spacing and page breaks throughout the agreement are appropriate.
3. Following review and concurrence by the District Counsel that the acceptance of funds under Section 1024 is appropriate and that the negotiated agreement is acceptable, the District Commander may approve and sign the agreement. Any questions or concerns regarding the use of Section 1024 or the template agreement should be submitted through the MSC to the appropriate Headquarters RIT for resolution. In addition, proposed substantive deviations to the template agreement must be submitted through the MSC to the RIT for Headquarters approval.

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
**[FULL NAME OF CONTRIBUTOR]**  
TO ACCEPT CONTRIBUTED FUNDS  
FOR CERTAIN ACTIVITIES AT  
**[FULL NAME OF FEDERAL PROJECT]**

THIS MEMORANDUM OF AGREEMENT (hereinafter this “MOA”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for \_\_\_\_\_ District (hereinafter the “District Commander”), and the **[FULL NAME OF THE CONTRIBUTOR]** (hereinafter the “Contributor”), represented by **[INSERT TITLE]**, together “the Parties”.

WITNESSETH, THAT:

WHEREAS, the Government is authorized to operate, maintain, repair, restore, and replace **[Name of Project]** (hereinafter the “Project”) authorized by **[cite relevant authorization]**;

WHEREAS, Section 1024 of the Water Resources Reform and Development Act of 2014, as amended (33 U.S.C. 2325a), authorizes the Government to accept and use funds contributed by a non-Federal public entity, a nonprofit entity, or a private entity to repair, restore, replace, or maintain a water resources project if the District Commander determines that there is a risk of adverse impacts to the functioning of the project for its authorized purposes and acceptance of the funds is in the public interest;

WHEREAS, the Contributor considers it in its own interest to contribute funds voluntarily to be used by the Government to **[identify the proposed activities that will be undertaken with the contributed funds]** for the Project (hereinafter the “Contributed Funds Work”); and

WHEREAS, on \_\_\_\_\_, the District Commander determined that there is a risk of adverse impacts to the functioning of the Project for its authorized purposes and acceptance of the funds from the Contributor is in the public interest.

NOW, THEREFORE, the Government and Contributor agree as follows:

1. Within thirty (30) calendar days of execution of this MOA, the Contributor shall provide to the Government the sum of \$\_\_\_\_\_, which is the estimated cost of the Contributed Funds Work. The Contributor shall provide the funds to the Government by delivering a check payable to “FAO, USAED, **[INSERT DISTRICT AND EROC CODE, e.g., New Orleans (B2)]**” to the District Commander or providing an Electronic Funds Transfer of such funds in accordance with procedures established by the Government. While the Government will

endeavor to limit costs associated with the Contributed Funds Work under this MOA, the Parties acknowledge that claims or other unforeseen circumstances may affect costs associated with the Contributed Funds Work. If the Government determines that the actual costs of the Contributed Funds Work will exceed the amount provided by the Contributor, the Parties shall consult in determining how to proceed, and the Contributor, at its sole discretion, may provide additional funds for the Contributed Funds Work.

2. The Government shall not commence any Contributed Funds Work until all applicable environmental laws and regulations have been complied with, including, but not limited to, the National Environmental Policy Act of 1969 (42 U.S.C. 4321–4347) and Section 401 of the Clean Water Act (33 U.S.C. 1341).

3. The Government shall provide the Contributor with quarterly reports of obligations for the Contributed Funds Work. The first such report shall be provided within thirty (30) calendar days after the final day of the first full quarter of the Government fiscal year following receipt of funds pursuant to this MOA. Subsequent reports shall be provided within thirty (30) calendar days after the final day of each succeeding quarter until the Government concludes all Contributed Funds Work under this MOA.

4. Upon conclusion of the Contributed Funds Work and resolution of all relevant claims and appeals, the Government shall complete a final accounting of the costs of such Contributed Funds Work and furnish the Contributor with written notice of the results of such final accounting. If the costs of the Contributed Funds Work are less than the amount of funds provided by the Contributor, the Government shall refund the excess to the Contributor within thirty (30) calendar days of such written notice.

5. No credit or repayment is authorized, nor shall be provided, for any funds provided by the Contributor and obligated by the Government for the Contributed Funds Work.

6. Nothing herein shall constitute, represent, or imply any commitment to budget or appropriate funds for the Project in the future; and nothing herein shall represent, or give rise to, obligations of the United States.

7. In the exercise of their respective rights and obligations under this MOA, the Government and the Contributor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other.

8. Notices.

a. Any notice, request, demand, or other communication required or permitted to be given under this MOA shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Contributor:

**[RECIPIENT'S TITLE & ADDRESS]**

If to the Government:

**[RECIPIENT'S TITLE & ADDRESS]**

b. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this paragraph.

9. The Parties agree to use their best efforts to resolve any dispute in an informal fashion through consultation and communication. If the Parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the Parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the Parties from performance pursuant to this MOA.

10. This MOA may be modified or amended only by written, mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this MOA, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

CONTRIBUTOR

BY: \_\_\_\_\_  
[TYPED NAME]  
[TITLE]

BY: \_\_\_\_\_  
[TYPED NAME]  
[TITLE]

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_