



**AGREEMENT FOR ACCEPTANCE OF SERVICES  
UNDER SECTION 1024 OF WRRDA 2014, AS AMENDED,  
TO REPAIR, RESTORE, REPLACE, OR MAINTAIN A WATER RESOURCES  
PROJECT**

**NOVEMBER 25, 2019**

Applicability and Instructions:

1. The attached is provided as a template to be used in development of an agreement for accepting services, including materials being provided for such services, 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 funds, except for funds to complete environmental compliance required before the contributed services may be undertaken, or materials only. Separate MOAs have been developed for the acceptance of funds or materials under Section 1024. Guidance on the acceptance and use of such services is provided in the Implementation Guidance, dated September 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 page numbers, spacing and page breaks throughout the agreement are appropriate.
3. Following review and concurrence by the District Counsel that the acceptance of services 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 SERVICES  
FOR CERTAIN ACTIVITIES AT THE  
**[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) (hereinafter “Section 1024”), authorizes the Government to accept and use services 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 services is in the public interest;

WHEREAS, Section 1024 further provides that the Government may only use such services if they comply with all applicable laws and regulations that would apply if they were acquired by the Government;

WHEREAS, Section 1024 also provides that the Government may only accept and use services that provide supplementary services to existing Federal employees, and may only use such services to perform work that would not otherwise be accomplished as a result of funding or personnel limitations;

WHEREAS, the Contributor considers it in its own interest to contribute voluntarily **[identify the proposed services, including materials being provided for such services, that will be contributed]** (hereinafter the “contributed services”) to repair, restore, replace, or maintain the Project; and

WHEREAS, the District Commander has determined that there is a risk of adverse impacts to the functioning of the Project for its authorized purposes and that acceptance of the contributed services is in the public interest as documented in the plan approved by the District

Commander on **[Month Day, Year]** that complies with the requirements in the Implementation Guidance for Section 1153 of the Water Resources and Development Act of 2016, Authority to Accept and Use Materials, Services, or Funds, dated September 28, 2017.

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

1. To the extent practicable, the Contributor shall undertake the contributed services starting on **[Month Day, Year]** and shall complete the contributed services by **[Month Day, Year]**.
2. The Contributor certifies that the contributed services will be performed in accordance with all applicable laws and regulations that would apply if it had been performed by the Government, including but not limited to 40 U.S.C 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act) and the Buy American Act (41 U.S.C. 8302).
3. No credit or reimbursement is authorized, nor shall be provided, for the value of the contributed services.
4. The contributed services will not be commenced until compliance with all applicable environmental laws and regulations has been achieved, 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). Within thirty (30) calendar days of execution of this MOA, the Contributor shall provide to the Government funds in the amount of \$\_\_\_\_\_ to pay all costs to complete any environmental compliance required before the contributed services may be undertaken. The Contributor shall provide the funds 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. If at any time the Government determines that additional funds are needed, the Government shall notify the Contributor in writing of the amount, and, no later than \_\_\_\_\_ (\_\_\_\_) calendar days from receipt of such notice, the Contributor shall provide to the Government the full amount of the additional funds.
5. The Contributor shall be responsible to pay any and all costs for any damages arising from the performance of the contributed services.
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

**[FULL NAME OF CONTRIBUTOR]**

BY: \_\_\_\_\_  
**[TYPED NAME]**  
**[Insert Rank]**, U.S. Army  
District Commander

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

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

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