



**MODEL AGREEMENT  
FOR  
ENVIRONMENTAL INFRASTRUCTURE  
DESIGN ASSISTANCE UNDER  
SECTION 595 – WATER RESOURCES DEVELOPMENT ACT OF 1999, AS AMENDED  
(WORK PERFORMED BY THE GOVERNMENT)  
OCTOBER 29, 2020**

**APPLICABILITY AND INSTRUCTIONS:**

1. The attached model cost sharing agreement must be used where the Government will be performing design work for a non-Federal water-related environmental infrastructure or resource protection and development project in Idaho, Montana, rural Nevada, New Mexico, rural Utah, or Wyoming under Section 595 of the Water Resources Development Act (WRDA) of 1999, as amended. If the proposal involves work performed by the Government for design and construction, use the separate model cost-sharing agreement provided for that purpose. If the proposal involves design or design and construction work performed by the Non-Federal Sponsor, use the separate model cost-sharing agreements provided for that purpose. Any proposal involving a grant, rather than reimbursement, must be coordinated with the appropriate HQUSACE RIT.
2. The scope of the agreement will initially be limited to an increment of work that can be designed within available funds. However, if additional funds are provided in a subsequent fiscal year for additional increment(s) of work, the additional increment(s) of work may be undertaken without an amendment to the original agreement if all of the following conditions are met: (a) the additional increment of work can be implemented within such available additional funds and for the same Section 595 project; (b) the additional increment of work involves the same Non-Federal Sponsor and the work is documented in a subsequent Scope of Work; (c) the Scope of Work includes written concurrence from the Non-Federal Sponsor supporting implementation of the additional increment of work, including self-certification(s) of financial capability to satisfy the non-Federal obligations for the additional increment of work; and (d) the Scope of Work is approved by the Division Commander, or District Commander if such approval authority has been delegated, prior to implementation of such work.
3. Authority to approve an agreement that does not deviate from the approved model has been delegated to the MSC Commander. Division Counsel concurrence that the agreement does not deviate from the subject model, and is appropriate for use for the particular project, is required prior to approval. In addition, authority to approve non-substantive deviations to the model agreement also has been delegated to the MSC Commander. Division Counsel concurrence that a deviation is non-substantive, with the recommendation to approve the deviations, is required prior to approval by the MSC Commander. An agreement with substantive deviations, including deviations involving policy issues, unique circumstances, or controversial matters, must be forwarded for MSC review and then transmitted to the appropriate HQUSACE RIT, with MSC Division Commander recommendations, for review and approval by the Director of Civil Works. The District Commander is authorized to execute the agreement after its approval.
4. The following option, including language for the agreement, is addressed in the Attachment:
  - a. Option 1: Not An Obligation of Future Appropriations (page A-1).
  - b. Option 2: Multiple Sponsors (page A-2).
5. Reminder: Make all required insertions; remove this cover page; remove the open and close brackets and any instructional text; ensure the page numbers, spacing and page breaks throughout the agreement are appropriate; and delete the Attachment.
6. The Certificate of Authority for Environmental Infrastructure Assistance, Certification Regarding Lobbying, and the Non-Federal Sponsor's Self-Certification of Financial Capability should be included as a part of the agreement package. These certificates can be found on the Corps' "Project Partnership Agreements" website under the "Forms" tab.

AGREEMENT  
BETWEEN  
THE DEPARTMENT OF THE ARMY  
AND  
**[INSERT FULL NAME OF NON-FEDERAL SPONSOR]**  
FOR  
DESIGN ASSISTANCE  
FOR THE  
**[INSERT FULL NAME OF PROJECT]**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Department of the Army (hereinafter the “Government”), represented by the District Commander for **[Insert Name of USACE District, e.g., Albuquerque District]** (hereinafter the “District Commander”) and the **[FULL NAME OF THE NON-FEDERAL SPONSOR]** (hereinafter the “Non-Federal Sponsor”), represented by its **[INSERT TITLE]**.

WITNESSETH, THAT:

WHEREAS, the Government is authorized to provide design assistance for publicly owned, non-Federal water-related environmental infrastructure and resource protection and development projects in Idaho, Montana, rural Nevada, New Mexico, rural Utah, and Wyoming, including projects for wastewater treatment and related facilities, water supply and related facilities, environmental restoration, and surface water resource protection and development pursuant to Section 595 of the Water Resources Development Act of 1999, Public Law 106-53, as amended (hereinafter “Section 595”);

WHEREAS, the District Commander has determined that the non-Federal project for **[DESCRIBE THE TYPE OF PROJECT]** at **[SPECIFY LOCATION OF THE PROJECT, INCLUDING CITY, COUNTY & STATE]** is eligible for design assistance under Section 595;

WHEREAS, the Government will provide design assistance by undertaking increment(s) of work, as defined in Article I.A. of this Agreement;

WHEREAS, Section 595(e)(3) provides that the Federal share of design costs under each agreement entered into under Section 595 shall be 75 percent; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term “increment of work” means features, as generally described in a Scope of Work, and approved by the **[INSERT Division Commander, e.g., for South Pacific Division or**

**District Commander, e.g., for Albuquerque District, if such approval authority has been delegated to the District Commander].** The initial increment of work consists of [DESCRIBE FEATURES], as generally described in the Scope of Work dated [MONTH DAY, YEAR] and approved by the [INSERT Division Commander, e.g., for South Pacific Division or District Commander, e.g., for Albuquerque District, if such approval authority has been delegated to the District Commander] on [MONTH DAY, YEAR]. Each additional increment of work, if any, will be described in a separate Scope of Work, which will specify the amount of Federal funds available for such work. In the event of a conflict between this Agreement and a Scope of Work, this Agreement will control.

B. The term “design costs” means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design of an increment of work and cost shared. The term includes, but is not necessarily limited to: the Government’s costs of engineering and design, including preparation of Scopes of Work and conducting environmental compliance activities; the Government’s supervision and administration costs; the Non-Federal Sponsor’s creditable costs for providing in-kind contributions, if any, and performing permit work; and the Non-Federal Sponsor’s eligible pre-Scope of Work design work costs, if any. The term does not include any costs for dispute resolution; audits; betterments; or the Non-Federal Sponsor’s cost of negotiating this Agreement.

C. The term “in-kind contributions” means those design services or materials provided after the date of approval of the Scope of Work for the increment of work by the Non-Federal Sponsor that are identified as being integral to an increment of work, and approved in writing, by the Division Commander for [INSERT NAME OF CORPS DIVISION, e.g., South Pacific Division or Northwestern Division] (hereinafter the “Division Commander”). To be integral, the design services or materials must be part of work that the Government would otherwise need to undertake for the increment of work.

D. The term “pre-Scope of Work design work” means the design work performed by the Non-Federal Sponsor prior to approval of the Scope of Work for that increment of work that the Government determines was accomplished in a satisfactory manner and is integral to the increment of work.

E. The term “betterment” means a difference in the design of an element of an increment of work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design of that element.

F. The term “fiscal year” means one year beginning on October 1<sup>st</sup> and ending on September 30<sup>th</sup> of the following year.

## ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall design each increment of work using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. In carrying out its obligations under this Agreement, the Non-Federal

Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations.

B. The amount of Federal funds available for each increment of work is limited to the amount identified in the Scope of Work for that increment of work, unless the Government, in its sole discretion, provides additional Federal funds for such work. If the Government determines that the Federal funds available for an increment of work will be exhausted prior to completion of such work, the Government shall notify the Non-Federal Sponsor and suspend or terminate such work in accordance with Article V.

C. The Non-Federal Sponsor shall contribute for each increment of work 25 percent of design costs, as follows:

1. After considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor for in-kind contributions, pre-Scope of Work design work, and permit work pursuant to Article III, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its 25 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article IV.

2. No later than August 1<sup>st</sup> prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1<sup>st</sup> prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article IV.

3. The Non-Federal Sponsor shall obtain all permits and licenses necessary for design of each increment of work.

D. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on solicitations for contracts, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for design of the increment of work. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share for such work.

F. The Government and Non-Federal Sponsor, in consultation with appropriate Federal and State officials, shall develop a facilities or resource protection and development plan, including appropriate engineering plans and specifications.

G. The Non-Federal Sponsor may request in writing that the Government perform betterments on behalf of the Non-Federal Sponsor. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor must provide funds sufficient to cover the costs of the betterments in advance of the Government performing the work. The Non-Federal Sponsor shall be responsible for obtaining all permits and licenses necessary for design of such betterments. No later than 60 calendar days of receiving written notice from the Government of the costs of betterments, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government by delivering a check payable to “FAO, USAED, [INSERT DISTRICT AND EROC CODE, e.g., Albuquerque (L4)]” to the District Commander, or by 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 required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government.

### ARTICLE III - CREDIT FOR IN-KIND CONTRIBUTIONS, PRE-SCOPE OF WORK DESIGN WORK, AND PERMIT WORK

A. The Government and the Non-Federal Sponsor agree that the amount of costs eligible for credit that are allocated by the Government to design costs shall be determined and credited in accordance with the following procedures, requirements, and conditions and shall be subject to audit in accordance with Article VIII.B. to determine reasonableness, allocability, and allowability of costs.

B. In-Kind Contributions and Pre-Scope of Work Design Work. The Government shall include in design costs for an increment of work, and credit towards the Non-Federal Sponsor’s share of such costs, the value of the in-kind contributions performed by the Non-Federal Sponsor after the date of approval of the Scope of Work for such work, and the value of pre-Scope of Work design work, if any, pursuant to the provisions of this paragraph. As in-kind contributions are completed and no later than 60 calendar days after such completion, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for such work. The Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for the pre-Scope of Work design work for the initial increment of work no later than 60 calendar days after the effective date of this Agreement and for subsequent increments of work such documentation shall be provided no later than 60 calendar days after approval of the Scope of Work for that increment of work.

1. The value shall be equivalent to the costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred to provide the in-kind contributions and pre-Scope of Work design work. Such costs shall include, but not necessarily be limited to, actual

costs for performing engineering and design, and supervision and administration. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees. Where the Non-Federal Sponsor's cost for completed pre-Scope of Work design work is expressed as fixed costs plus a percentage of estimated total costs of an increment of work, the Non-Federal Sponsor shall renegotiate such costs with its contractor based on actual costs.

2. The following costs are not eligible for inclusion in design costs: costs for interest charges, or any adjustment to reflect changes in price levels between the time the design work is completed; for any pre-Scope of Work design work costs previously credited under another agreement; for the costs of in-kind contributions or pre-Scope of Work design work obtained at no cost to the Non-Federal Sponsor; or for costs that exceed the Government's estimate of the cost for such in-kind contributions or pre-Scope of Work design work.

C. Permit Work. The Government shall include in design costs for an increment of work, and credit towards the Non-Federal Sponsor's share of such costs, the value of permit work performed by the Non-Federal Sponsor after the date of approval of the Scope of Work for such work. The value shall be equivalent to the direct costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurs in obtaining all permits and licenses necessary for design of the increment of work. As permit work is completed and no later than 60 calendar days after such completion, the Non-Federal Sponsor shall provide the Government with documentation sufficient for the Government to determine the amount of credit to be provided for such work. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees involved in obtaining such permits.

D. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit for any costs of in-kind contributions or permit work that exceeds 25 percent of design costs for an increment of work, and any such excess amount cannot be applied towards the non-Federal cost share for another increment of work; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement, excluding costs for pre-Scope of Work design work.

#### ARTICLE IV - PAYMENT OF FUNDS

A. As of the effective date of this Agreement, design costs for the initial increment of work are projected to be \$ \_\_\_\_\_, with the amount of Federal funds available for such work limited to \$ \_\_\_\_\_ **[INSERT AMOUNT OF FEDERAL FUNDS AVAILABLE FOR THE INITIAL INCREMENT OF WORK]**. The Non-Federal Sponsor's share of design costs for the initial increment of work is projected to be \$ \_\_\_\_\_, which includes creditable in-kind contributions projected to be \$ \_\_\_\_\_, eligible pre-Scope of Work design work projected to be \$ \_\_\_\_\_, eligible permit work projected to be \$ \_\_\_\_\_, and the amount of funds required to meet its 25 percent cost share projected to be \$ \_\_\_\_\_. The Scope of Work for each additional increment of work will include information on the Federal funds available for the increment of work and the Non-Federal Sponsor's share of design costs for such

work. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. For each increment of work, the Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated design costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable in-kind contributions, pre-Scope of Work design work, and permit work; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of design costs by delivering a check payable to "FAO, USAED, **[INSERT DISTRICT AND EROC CODE, e.g., Albuquerque (L4)]**" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of design costs as those costs are incurred. If the Government determines at any time that additional funds are needed from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such design costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion of each increment of work, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should such final accounting determine that additional funds are required from the Non-Federal Sponsor, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds. Should such final accounting determine that the funds provided by Non-Federal Sponsor exceeded the amount of funds required to meet its share of design costs, the Government shall refund such excess amount, subject to the availability of funds. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of design costs, including contract claims or any other liability that may become known after the final accounting.

## ARTICLE V - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement or the Government determines that available Federal funds for an increment of work will be exhausted prior to completion of such work, the Government may suspend or terminate design assistance for that increment of work.

B. In the event of termination, the parties shall conclude their activities relating to that increment of work and conduct a final accounting in accordance with Article IV.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of contract claims, and resolution of contract modifications.

C. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

#### ARTICLE VI - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from any and all damages arising from design of any work under this Agreement, except for damages due to the fault or negligence of the Government or its contractors.

#### ARTICLE VII - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. 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 Agreement.

#### ARTICLE VIII - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in design costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the request of the Non-Federal Sponsor, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The costs of non-Federal audits shall be paid solely by the Non-Federal Sponsor without reimbursement or credit by the Government.

#### ARTICLE IX - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

#### ARTICLE X - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement 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 Non-Federal Sponsor:

**[TITLE]**  
**[FULL NAME OF NON-FEDERAL SPONSOR]**  
**[ADDRESS]**

If to the Government:

District Commander  
**[NAME OF USACE DISTRICT]**  
**[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 Article.

#### ARTICLE XI - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XII - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

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

DEPARTMENT OF THE ARMY

**[INSERT FULL NAME OF SPONSOR]**

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

BY: \_\_\_\_\_  
**[INSERT TYPED NAME]**  
**[Insert Full Title]**

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

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

## Attachment

**Option 1: Not An Obligation of Future Appropriations.** An agreement may reflect that it does not obligate future appropriations when doing so is inconsistent with constitutional or statutory limitations of a State or political subdivision thereof. However, inclusion of this option does NOT provide that the Non-Federal Sponsor's performance and payments are subject to appropriations of funds. The Government retains the right to exercise any legal rights it has to protect the Government's interests. If applicable and requested by the Non-Federal Sponsor, insert into the agreement as the last Article the following:

### “ARTICLE XIII - OBLIGATIONS OF FUTURE APPROPRIATIONS

The Non-Federal Sponsor intends to fulfill fully its obligations under this Agreement. Nothing herein shall constitute, nor be deemed to constitute, an obligation of future appropriations by the **[Insert name of the legislative body that makes the appropriations, e.g., legislature of the State of Nevada]**, where creating such an obligation would be inconsistent with **[Insert the specific citation to the constitutional or statutory limitation on committing future appropriations]**. If the Non-Federal Sponsor is unable to, or does not, fulfill its obligations under this Agreement, the Government may exercise any legal rights it has to protect the Government's interests.”

Attachment

**Option 2: Multiple Non-Federal Sponsors.**

1. It is strongly preferred that there is one party only as the Non-Federal Sponsor for the agreement. Nonetheless, it is permissible to have more than one Non-Federal Sponsor if the Non-Federal Sponsors are jointly and severally responsible for all non-Federal obligations and responsibilities under the agreement. **The agreement should be modified to use the term “Non-Federal Sponsors” throughout along with the necessary modifications to change, as appropriate, verbs and pronouns from singular to plural.** In addition, insert into the agreement as the last Article the following:

**“ARTICLE XIII - JOINT AND SEVERAL RESPONSIBILITY OF THE  
NON-FEDERAL SPONSORS**

The obligations and responsibilities of the Non-Federal Sponsors shall be joint and several, such that each Non-Federal Sponsor shall be liable for the whole performance of the obligations and responsibilities of the Non-Federal Sponsors under the terms and provisions of this Agreement. The Government may demand the whole performance of said obligations and responsibilities from any of the entities designated herein as one of the Non-Federal Sponsors.”

2. If one of the Non-Federal Sponsors is a non-profit entity, in accordance with ASA(CW) Memorandum, dated April 5, 2012, Subject: Implementation Guidance for Section 2003(b) of the Water Resources Development Act of 2007 - Definition of Non-Federal Interest, confirm eligibility of the non-profit entity to serve as one of the Non-Federal Sponsors and ensure that a legally constituted public body is also serving as one of the Non-Federal Sponsors on the agreement. This memorandum can be found on the Corps’ “Project Partnership Agreements” website under the “Guidance” tab. Also, for the non-profit entity that is serving as one of the Non-Federal Sponsors, use the Certificate of Authority for a Non-Profit Entity as provided on the Corps’ PPA website under the “Forms” tab.

In addition to the agreement changes in paragraph 1. above, when one of the Non-Federal Sponsors is a non-profit entity also make the following changes to the agreement:

Delete the “and” at the end of the fourth WHEREAS clause and insert the following WHEREAS clauses after the fourth WHEREAS clause in the agreement:

“WHEREAS, the **[FULL NAME OF NONPROFIT ENTITY]** is an organization that is incorporated under the applicable laws of the State of **[Name of State]** as a non-profit organization, exempt from paying Federal income taxes under Section 501 of the Internal Revenue Code (26 U.S.C. 501);

WHEREAS, by letter dated **[Month Day, Year]**, the **[FULL NAME OF AFFECTED LOCAL GOVERNMENT]**, the affected local government has consented to the **[FULL NAME OF NON-PROFIT ENTITY]**, serving as a Non-Federal Sponsor for the increment of work;  
and”