

**INTERAGENCY AGREEMENT  
BETWEEN  
THE BUREAU FOR INTERNATIONAL NARCOTICS  
AND LAW ENFORCEMENT AFFAIRS  
DEPARTMENT OF STATE  
AND  
THE UNITED STATES ARMY  
CORPS OF ENGINEERS**

**I. Purpose and Authority**

This Interagency Agreement (IAA) is entered into by and between the U.S. Army Corps of Engineers ("USACE") and the Department of State, Bureau for International Narcotics and Law Enforcement Affairs ("INL") ("the parties") for the purpose of establishing a mutual framework governing the respective responsibilities of the parties for the provision of goods and services related to the construction of a 500 man camp at Baghdad International Airport (BIAP) in Iraq. The camp will be used to billet international police advisors responsible for training Iraqi police cadets. The purpose of this activity is to provide mutual assistance to foreign governments relative to international criminal activities as authorized by Chapter 8 of Part I of the Foreign Assistance Act of 1961, as amended (22 U.S.C. §§ 2291, 2291a through 2291j-1), ("the Act"). This IAA is entered into pursuant to Section 632(b) of the Act, and 10 U.S.C. 3036(d)(2). In carrying out its functions under the Act, the USACE may utilize and rely upon the administrative authorities available to agencies carrying out activities under the Act, including but not limited to those in Sections 635 and 636 of the Act (22 U.S.C. §§ 2395, 2396).

**II. Scope**

A. Goods and services which the USACE may provide in Iraq under this IAA include planning, building and facility architectural design, engineering, construction, site assessment, including geotechnical and archaeological surveys, site security, personnel life support and security, construction management, delivery schedules, procurement, contract management, project management, acquisition of all permits, licenses, and other authorizations required to execute the projects, and such other related goods or services as may be agreed upon in the future. The scope of this IAA is directly associated with the attached statement of work for the 500 man camp to be constructed on Camp Slayer.

B. Nothing in this IAA shall be construed to require the INL to use the USACE or to require the USACE to provide any goods or services to the INL, except as may be set forth in a Support Agreements ("SA"). Project-specific goods and services to be provided by the USACE will be documented in the SA and will be appended to this IAA and be considered as incorporated herein.

C. The final project location for the 500 man camp at Camp Slayer will be

provided to USACE prior to solicitation of the work.

**III. Interagency Communications**

To provide for consistent and effective communication between the USACE and the INL, each party shall appoint in writing a Principal Representative to serve as its central point of contact on matters relating to this IAA. In the event that a secondary principal representative is identified, that individual shall be contacted concurrently with the principal representative. Additional representatives may also be appointed to serve as points of contact on SAs.

The INL principal representative is:

[REDACTED]

The INL secondary representative is:

[REDACTED]

The USACE principal representative is:

[REDACTED]

The USACE secondary representative is:

[REDACTED]

**IV. Statements of Work (SOW), Proposals and Support Agreements (SAs)**

A. Statement of Work (SOW): The SOW for the 500 man camp project provided to USACE by INL is identified in Attachment A.

The SOW construction guidelines include such items as:

1. Survey
2. Demolition
3. Site Plan
4. Fill Material
5. Earthworks
6. Grade and Compaction
7. Surface Drainage
8. Stone Surfacing
9. Gravel Roads
10. Perimeter Road

11. Concrete Works
12. Recreation Facilities
13. Community Shelter
14. Vehicle Parking Lot
15. Shade Covers
16. Warehouse
17. Storage Yard
18. Vehicle Maintenance Facility
19. Vehicle Wash Rack
20. Utilities
21. Security
22. Pedestrian Walkways
23. Furniture
24. Bunkers
25. Dining Facility (DFAC)
26. Housing Units
27. Office Units
28. Laundry Units
29. ICT Router Units
30. Restrooms
31. Optional Items

**B. Independent Government Estimates (IGE):**

1. USACE shall prepare an IGE based upon the SOW and general design guidelines which shall be provided by the INL under the terms of this agreement. If necessary, USACE will revise the SOW to make it consistent with USACE procurement policies and procedures prior to solicitation.

2. The INL will review the USACE's IGE and revised SOW to determine if the project should proceed. The INL shall notify the USACE in writing within 2 (two) days of receiving the IGE and revised SOW as to whether USACE should proceed with soliciting bids for the project.

**C. Support Agreement (SA):** Within 10 days of receipt of the executed IAA, USACE and INL will jointly develop, finalize and sign a SA which will authorize solicitation of work on the project after the INL determines that the acquisition plan, IGE and revised SOW satisfy the INL objectives. The USACE shall not commit or obligate any funds for the work included in the IGE and SOW until a SA has been signed by both parties. No funds obligated by this IAA and itemized with the SA for construction may be spent on other non-related costs associated with completing the project without written concurrence of both parties.

The SA must be on either Engineer Form 4914-R, Department of Defense Form 1144, or a document that contains the following information:

1. Final statement of work;
2. The amount of funds required and available to accomplish the statement of work as stated above;
3. Identification of the INL and the USACE project managers;
4. Identification of acquisition strategy to be used;
5. Types and frequencies of reports;
6. Identification of which party is to be responsible for government-furnished equipment, contract administration, records maintenance, and contract audits;
7. Procedures for amending or modifying the SA;
8. The INL's original SOW shall be incorporated into the SA as an attachment; and
9. Such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested goods and services.

**D. INL Approvals:** Following the source selection evaluation board review of the formal construction bids, preparation of the award package, and legal review of the award package, but prior to the contracting officer's award of the contract, USACE will prepare and submit to the INL and its representatives a Funding Activity Form (FAF) or equivalent document, which summarizes and identifies the action (down to the activity level) including purpose, schedule, deliverables, and budget (all direct, estimated indirect and contingency costs). INL will approve the FAF or equivalent document and then release funds to the contracting authority to support contract award. The FAF or equivalent document shall include:

1. Project award amount, including contingency and USACE supervision and administration.
2. Cost estimates for providing project management and oversight, construction management to include quality assurance, contract administration, and delivery confirmation of materials and work including Government Furnished Equipment and materials;
3. Justification for any deviations from the SOW and/or Final Proposal;
4. Identification of the project management software that will be used by USACE and required by the prime contractor and its subcontractors;

5. Other documents that the USACE determines are necessary to explain the project.

E. Goods or services shall be provided under this IAA only after an appropriate SA has been signed by a representative of each party authorized to execute that SA. Upon signature by each party's representative, that SA shall be incorporated into this IAA. In the case of conflict between this IAA and any SA, this IAA shall control.

## **V. Responsibilities of the Parties**

### **A. Responsibilities of the Department of the Army**

1. The USACE shall provide the INL with goods or services in accordance with the purpose, terms, and conditions of this IAA, including with specific requirements set forth in SA and agreed upon project proposals.

2. The USACE shall ensure that only authorized USACE representatives sign the SA.

3. The USACE shall use its best efforts to provide goods or services either by contract or by in-house effort.

4. **Reporting:** The USACE shall provide to the INL monthly project status reports that include, at a minimum, the following information:

- a. Overall project status;
- b. Remaining unobligated balance of funds;
- c. Projected funding needed for completion;
- d. A list of all change orders and design changes/modifications including completion dates and justification for these changes;
- e. A summary of critical issues or challenges;
- f. A plan of action to resolve outstanding challenges or issues;
- g. Photographs of completed sections of the project.

All reports listed above shall be sent via electronic email attachment to the following INL representatives: Division Chief, RM/BUD; Division Chief, RM/AIJS; Director, CIVPOL; Program Manager, CIVPOL; In-country Contracting Officer's Representative (ICOR); In-country Government Technical Monitor; Director, INL Iraq; and Deputy Director, INL Iraq.

5. INL will coordinate the efforts of the parties to ensure that all land issues concerning the camp location are resolved in coordination with director INL Iraq. The USACE will coordinate the efforts of the parties for requests to the U.S. Military for badging and site access for representatives of the INL and the USACE and its contractors for the purposes of construction, inspection, and other legitimate activities prior to the commencement of construction at any of the identified sites.

The INL shall reimburse the USACE for expenses associated with this effort from the funds specifically agreed upon in the relevant SA.

6. The USACE, with the support of the INL, shall be responsible, either directly or through its contractors, for obtaining all the necessary U.S. permits and/or permissions required to execute construction of the identified facilities. The INL shall reimburse the USACE for expenses associated with obtaining these permits from the funds specifically agreed upon in the relevant SA.

7. The USACE shall be responsible for obtaining logistical and administrative services for its personnel to include office space, housing, transportation, and similar services necessary to carry out the SAs. The INL shall reimburse the USACE for these expenses from the funds allocated for the SA, except for those identified in paragraph 8 below. Prior to procuring these services, the USACE shall provide the INL with the projected costs for such logistics and afford the INL the right to determine if the costs are excessive or not.

8. The overall fees of the USACE in furnishing goods and services, as agreed upon in the section entitled "Fiscal Terms", do not include life support and security costs for the USACE that are currently paid for out of separate Department of Defense Operation and Maintenance (DoD O&M) appropriations. If the USACE becomes aware that such costs may no longer be paid for out of DoD O&M, it shall inform the INL about this possibility as soon as possible and the USACE shall revise its estimated fees to include these life support and security costs associated with any work performed for the INL under this IAA, and provide this estimate to the INL as soon as possible.

9. The USACE shall provide the INL with copies of all signed contracts entered into under this IAA within ten (10) days of the contract signing.

10. Subject to the terms and conditions of this IAA, the USACE agrees to make its best effort to perform the work within the amounts provided for under the section entitled "Fiscal Terms".

11. The USACE shall allow the INL, ICOR, and its representatives unrestricted access to the project site in coordination with the appropriate Resident Office, and the Contracting Officer's Representative (COR).

12. The USACE shall participate with the INL and its representatives in regularly scheduled meetings in order to facilitate communications pursuant to this IAA.

**B. Responsibilities of the Bureau for International Narcotics and Law Enforcement Affairs.**

1. The INL shall pay all costs and fees associated with the USACE's provision of goods and services, as defined under this IAA and subject to the terms and conditions of this IAA.

2. In the event that actual costs incurred by the USACE under this IAA exceed the amount obligated in the section entitled "Fiscal Terms", the INL agrees to pay such costs from legally and programmatically available funds. If the INL has no legally and programmatically available funds to pay such costs, the INL will use reasonable efforts to request from the relevant appropriations committees in Congress additional appropriations to pay for any such unpaid costs.

3. The INL shall ensure that only authorized INL officers sign the SA.

## **VI. Fiscal Terms**

A. This agreement represents an obligation of funds in the amount of \$12,000,000.00 USD. Funding for the project identified in this IAA will be based upon the SOW, IGE and SA. The SA will specify the amount of funds from this obligation that can be spent on the project. The USACE can only expend funds from this obligation for costs identified in the SA after the INL approves a FAF or equivalent document. The SA to this IAA will contain the approved project plans. A FAF or equivalent document is required for the approval of funds transfer to USACE for execution of the construction contract, contingencies and USACE supervision and administration costs. Proposed modifications to projects and activities, such as scope changes or project cancellation shall require a FAF or equivalent document to be submitted by USACE to INL for review and approval. The FAF will identify the rationale for the change, and justify how the change will enhance the achievement of the objectives. The revised schedule, deliverables, and budget (down to the activity level including all direct, estimated indirect and contingency cost) will be attached to the FAF or equivalent document. The revised statement of work should be included as an attachment. This applies to any modification exceeding \$50,000, with notification vs. approval requirements specified in the SA. Modifications or changes less than \$50,000 shall require notification only. This applies to changes in both direct and indirect costs. Administrative modifications or changes do not require notification, provided there is not an increase in funds or change in scope. In the event that excess funding remains prior to the expiration of the agreement, the unliquidated balance of funds shall be expended by the USACE as directed by the INL or deobligated. An annual reconciliation of funds will be performed between the INL and the USACE as a condition of their continued availability.

B. The USACE reasonably estimates, at the time of signature of this IAA, that the costs of its overall fees for its activities related to furnishing these goods and services under this IAA will be 6.5% of the contract award amount, including any subsequent contract modifications. These fees will cover pre-award and post-award activities as provided in ER 415-1-16, title Construction Fiscal Management. Pre-award activities which are performed before the award of a construction contract, and are considered as a

function of Construction Division, and are generally performed by construction personnel are included in the above fees. Pre-award activities do not include the costs of acquisition or engineering personnel.

C. For pre-construction, engineering and design costs needed to prepare a project for solicitation, for work estimated to cost no more than \$50,000 in contracts, the USACE shall bill the INL in advance and the INL shall provide the necessary funds in U.S. dollars in advance established through the fund cite in section VIII in the IPAC system. The USACE shall bill the INL monthly for costs incurred, using Standard Form ("SF") 1080, Voucher for Transfers between Appropriations and/or Funds, and the INL shall reimburse the USACE within 30 days of receipt of an SF 1080.

D. For any instance in which the INL determines the USACE proposed costs for obtaining logistical and administrative services for its personnel carrying out the SA to be excessive, the INL shall have the unilateral right to terminate the SA and reallocate the identified unexpended funds, or to expand the scope of the existing SA following negotiations with the USACE. In the event that a change in the security situation in theater or at a particular site changes to a degree that will create additional security related costs beyond those identified in the SA, the USACE shall immediately notify the INL of these changes. In addition, if at any time, the administrative, life support, security, or logistical costs of the SA are determined by the INL to be excessive, the INL shall have the unilateral right to terminate the SA and reallocate the identified unexpended funds, or to expand the scope of the existing SA following negotiations with the USACE. In addition, if at any time the USACE forecasts its actual costs under the SA will exceed the amount of funds available under the SA, it shall within 5 working days notify the INL of the amount of additional funds necessary to complete the work under the SA. The INL shall either provide the additional funds to the USACE, or require that the scope of work be limited to that which can be paid for by the then-available funds, or direct termination of the work under the SA. In the event of any such termination of the SA, the INL shall remain responsible for paying actual costs and fees associated with the SA as provided in section V(B) of this agreement.

E. Within ninety (90) days of completing the work under the SA, the USACE shall conduct a final accounting to determine the actual costs of the work. Within thirty (30) days of completion of this accounting, the USACE shall return to the INL any funds advanced in excess of the actual costs as then known, or the INL shall provide any additional funds necessary to cover the actual costs subject to the terms and conditions of this IAA. Such an accounting shall in no way limit the INL's duty to pay for any costs in accordance with the section entitled "Fiscal Terms", such as contract claims or other liability, which may become known after the final accounting.

F. The USACE shall maintain accountability and controls in accordance with its agency rules and regulations, and shall be accountable to the INL for all funds made available to it in this IAA. Funds shall not be expended on activities, services or materials that cannot be justified in terms of their contributions to meeting program objectives. The



USACE shall immediately notify the INL of any actual or anticipated project cost overruns.

G. The USACE shall not realign any funds to meet additional security needs or security related costs without prior authorization of the INL.

**VII. Administrative Procedures**

The INL must be advised within 3 days regarding the initiation of activities implemented under this agreement. Furthermore, prior to planning activities, the USACE must advise INL program officers regarding the planning and timing of all site assessment activities implemented under this agreement.

**VIII. Billings and Accompanying Documentation**

The USACE will bill the INL based on anticipated or actual expenditures of funds obligated for authorized activity expenses at the end of each month, consistent with section VI(C) of this IAA, with accompanying documentation indicating amounts billed to funding categories in Section I above. Billing and payment will be affected through the IPAC. Notice of the IPAC billing and a copy of the accompanying documentation should be sent to the following office:

Department of State  
International Narcotics and Law  
Enforcement Affairs (INL/RM/BUD & AIJS)  
Room 103, SA-4, South Building  
Washington, D.C. 20522-2800

INL Agency Locator Code: 19-00-0001  
Fiscal data to be cited on all IPAC bills:

Appropriation	Allotment	Obligation	Org	Function	Object
1911 7/8 1022	2072	749603	019550	2795	2589

On financial matters, the INL point of contact will be [REDACTED] and [REDACTED]. The USACE point of contact will be [REDACTED].

**IX. Applicable Laws**

This IAA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all contract work undertaken by the USACE shall be governed by USACE policies and procedures. All work performed under this IAA shall conform to applicable US law. In the event of conflict with host country law, the USACE may terminate any

affected SA or portion thereof. The INL shall remain responsible for all costs incurred by the USACE under any such SA, consistent with the terms and conditions of this IAA.

#### **X. Dispute Resolution**

The parties agree that, in the event of a dispute between the parties, the INL and the USACE shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event that such measures fail to resolve the dispute, they shall refer it for resolution to the appropriate officials, as agreed upon by both parties.

#### **XI. Liability**

A. If liability of any kind is imposed on the United States in connection with the USACE's provision of goods and services under this IAA, the USACE will accept accountability for its actions, but the INL will remain responsible for providing such funds as are necessary to discharge this liability, and all related costs. This obligation relates to all funds legally and programmatically available to discharge this liability. Should the INL have insufficient funds legally and programmatically available to discharge this liability, it remains responsible for seeking additional funds from Congress for such purpose, although nothing in this IAA shall be construed to imply that Congress will appropriate funds sufficient to meet the liability.

B. The USACE will inform the INL of any contract dispute or other claim filed in connection with any activity funded by this IAA as soon as possible, but in no case any later than the next monthly report provided for in this IAA following the commencement of such dispute or claim, which shall include relevant information about such dispute or claim. The INL will be offered the opportunity to review and comment on litigation proceedings, including settlement negotiations, for claims that arise out of any activity funded by this IAA.

#### **XII. Intellectual Property**

A. Unless otherwise prohibited by law, the USACE shall have the sole right and responsibility to apply for, obtain, and maintain protection in the United States or other countries for technology or intellectual property developed by the USACE employees or arising under or related to contracts awarded by the USACE pursuant to this IAA.

B. The USACE shall retain and distribute any royalties or other income from any such protection to the extent allowed by law.

C. Unless otherwise prohibited by law, the USACE may grant nonexclusive, exclusive, or partially exclusive licenses under any form of protection obtained, royalty-free or for royalties or other consideration, and on such terms and conditions determined by the USACE as appropriate in the public interest. The INL shall have a non-exclusive,

royalty-free right to utilize the documents and work products produced under this IAA and said SAs on other projects and with other service providers.

### **XIII. Public Information**

A. In general, the INL is responsible for all public information. The USACE may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. The INL or the USACE shall make its best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to SAs under this IAA.

B. Justification and explanation of the INL's programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of the INL. The USACE may provide, upon request, any assistance necessary to support the INL's justification or explanations of the INL's programs conducted under this IAA.

### **XIV. Other Terms and Conditions**

1. An original of this IAA must be returned to the INL by the USACE with original signatures. Duplicate signatures will not be accepted. One original with original signatures is for the USACE; the other for the INL.
2. The USACE shall comply with all Department of Army and USACE procurement policies and procedures including the FAR, EFAR and End Use Monitoring Reporting when providing equipment to the Government of Iraq. Information on these policies is available at <http://inl-pa.state.gov>. The USACE agrees that before providing equipment or commodities to any host government, it must obtain approval from the INL.
3. The USACE agrees that it will expeditiously initiate and complete the activities for which funds have been awarded under this agreement.
4. This agreement may be amended by mutual agreement of both parties or terminated by either party upon serving written notice to the other party. If the agreement is terminated, the termination will be effective upon the sixtieth calendar day following notice and the USACE will be reimbursed for work already performed and costs incurred in preparation for performance, consistent with the terms and conditions of this IAA.
5. The SA will describe support services that may be provided to the USACE by a designated INL logistics support operation. The USACE should not duplicate the services provided by the INL support operations.
6. The USACE must have a warranted contracting official available to carry out the provisions of any contracts signed under this IAA.

7. The USACE will work with U.S. embassies in the host and regional participating countries to ensure compliance with the prohibition on assistance to drug traffickers contained in Section 487 of the Act, and the limitations on assistance to security forces contained in Section 551 of the FY 2006 Foreign Operations Appropriations Act (Leahy Amendment) (P.L. 109-102).

8. The INL will conduct inspections of each project in coordination with the appropriate Resident Office, and the Contracting Officer's Representative (COR). USACE will notify INL in writing seven (7) days in advance of all commissioning and testing, pre-final and final inspections for the project.

9. This IAA shall not affect any pre-existing or independent relationships or obligations between the INL and the USACE.

10. Survival: The provisions of this IAA which require performance after the expiration or termination of this IAA shall remain in force notwithstanding the expiration or termination of this IAA.

11 Severability: If any provision of this IAA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.


#### XV. Effective Date and Period of Agreement


This IAA shall become effective when signed by both the INL and the USACE and shall continue into effect until funds are expended.


#### XVI. SIGNATURES

Bureau for International Narcotics  
and Law Enforcement Affairs

U.S. Department of the Army

  
Anne W. Patterson                      Date  
Assistant Secretary  
Bureau for International Narcotics  
and Law Enforcement Affairs

  
Merdith W. B. Temple                      Date  
Brigadier General, USA  
Director of Military Programs  
U.S. Army Corps of Engineers

  
Robert Byrnes                      Date  
Executive Director/Controller  
Bureau for International Narcotics  
and Law Enforcement Affairs