

**FY2008 Interagency Agreement  
Between  
The Department of State  
Bureau for International Narcotics and Law Enforcement Affairs  
and  
The U.S. Army Corps of Engineers,  
Gulf Region Division**

**Judicial Education and Development Institute**

This Interagency Agreement (IAA) is entered into by the Department of State, Bureau for International Narcotics and Law Enforcement Affairs (INL) (requesting agency) and the U.S. Army Corps of Engineers, Gulf Region Division (USACE/GRD) (performing agency).

**I. Purpose of Agreement**

The purpose of this agreement is to provide up to \$10,511,460.00 of International Narcotics Control and Law Enforcement (INCLE) funds appropriated by the U.S. Troop Readiness, Veterans' Care, Katrina Recovery, and Iraq Accountability Appropriations Act, 2007, P.L. 110-28. These funds will support the installation of modular units that will serve as the headquarters for a new Judicial Education and Development Institute (JEDI) adjacent to the Central Criminal Court of Iraq in Baghdad, as further described in the draft Statement of Work (SOW) appended as Attachment A.

The project responds to the Higher Juridical Council's (HJC) expressed interest in more professional development opportunities, especially in forensic evidence skills, criminal investigations, and court administration procedures. The new JEDI facility will provide a comprehensive center for continuing judicial education and professional development for HJC personnel and the judiciary's security guard force. The center's resources will be available to both current students at the Government of Iraq's Judicial Training Institute and existing experienced judges, including judges from the provincial courts. Once the facility's infrastructure has been installed under this IAA, Iraqi judicial experts will lead in developing curricula and courses, and USG experts in curriculum development, criminal justice development, and court administration will assist with the criminal justice and court administration components of the JEDI curriculum.

A Statement of Work (SOW) is appended as Attachment A. The SOW describes the requirements for JEDI installation and sets forth suggested standards, but the suggested standards are not meant to be all-inclusive at this time. Within the time frames set forth in the attached SOW the USACE/GRD will review these standards to ensure that they are sufficiently thorough and inclusive of all components necessary for a project of the scope and purpose described in the SOW. Deviations to these suggested standards must be cleared with INL/Baghdad.

USACE/GRD will provide oversight and expert guidance on the project, ensuring that infrastructure being provided meets the intended use under this Agreement, are of a standard of

materiel and quality that meets guidelines provided in the attached Statement of Work (SOW), and are of a quality and homogeneity conducive to a learning environment.

## **II. Authorities**

The purpose of the activities under this Agreement is to provide assistance to the Government of Iraq to enhance the ability of its law enforcement personnel to address 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, et seq.), (“the Act”). Funds are provided by the requesting agency to the performing agency thereunder by authority of section 632(b) of the Act (22 U.S.C. § 2392(b)). In carrying out its functions thereunder, the performing agency 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).

## **III. Responsibilities of the Parties**

### **A. Responsibilities of the U.S. Army Corps of Engineers**

1. USACE shall provide INL with goods or services in accordance with the purpose, terms, and conditions of this IAA.
2. USACE shall ensure only authorized USACE representatives sign agreements.
3. USACE shall use its best efforts to provide goods or services either by contract or by in-house effort.
4. The performing agency will furnish INL with monthly status reports documenting highlights and accomplishments for the reporting period and describing, for each project activity listed in Attachment A, accomplishments, results, any problems encountered, any change orders effected, and planned activities for the next 30 days. The report must contain each program activity title (per fiscal line in the agreement) and include, at a minimum, the following information/documentation:
  - 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.

INL will be invited to participate in the technical evaluation board at the conclusion of the solicitation period.

All reports and documents listed above shall be sent via electronic email attachment or other means to the following requesting agency representatives:

Garry Phillips  
INL Baghdad Judicial Security Program Manager  
Embassy Baghdad, Iraq  
PhillipsGL@State.gov

Suzanne Sheldon  
U.S. Department of State, INL/I  
Team Lead– Iraq Rule of Law Programs  
SheldonSA@State.gov

and

Debbie Short  
U.S. Department of State, INL/RM/BUD  
Financial Management Analyst  
ShortDA@State.gov

5. USACE will coordinate efforts to ensure that the Government of Iraq (GOI) has provided clear title to the land on which any installation of modular units is to take place pursuant to this agreement. USACE will also coordinate with the GOI for access to the proposed sites by representatives of INL and USACE and its subcontractors for the purposes of site preparation, inspection, and other legitimate activities prior to the commencement of installation of modular units at any of the identified sites.

6. USACE shall be responsible, either directly or through its subcontractors, for obtaining all the necessary U.S. and the government of Iraq permits required to execute construction of the identified facilities. INL shall reimburse the USACE for expenses associated with obtaining these permits. The POC for real estate issues is ~~XXXXXX~~ ~~XXXXXXXXXX~~ with the USACE Real Estate Office at ~~XXXXXXXXXX~~@usace.army.mil or 540-665.5069.

7. USACE shall be responsible for obtaining logistical and administrative services to include office space, housing, transportation, and similar services necessary. INL shall reimburse the USACE for these expenses from the funds allocated for the SA. Prior to procuring these services, the USACE shall provide 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 to in the section entitled "Fiscal Terms", do not include life support and security costs for the USACE, which are paid for out of separate Department of Defense Operation and Maintenance appropriations.

9. The USACE shall provide INL with copies of all signed contracts entered into under this IAA within ninety (90) days of the contract signing.

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

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

1. 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 INL has no legally and programmatically available funds to pay such costs, INL will use reasonable efforts to request from the relevant appropriations committees in Congress additional appropriations to pay for any such unpaid costs.

3. INL shall ensure that only authorized INL officers sign agreements.

4. When available and appropriate, INL shall allow USACE to share office space at facility locations where INL Justice program contractors are stationed. When available and appropriate, INL shall allow the USACE personnel to utilize Justice program ground transportation and force protection.

**IV. Fiscal Terms**

A. This agreement represents an obligation of funds in the amount of \$10,511,460.00. Attachment A of this agreement contains INL's Statement of Work. Adjustments to the program plan or to the cost of individual budget line items that are greater than 10% must be agreed to in advance in writing by INL. In the event excess funding remains on completion of the activities described herein but prior to the expiration of the Agreement, the unliquidated balance of funds shall be expended by the performing agency as directed by INL or de-obligated.

B. The performing agency shall maintain accountability and controls in accordance with its agency's rules and regulations, and shall be accountable to the requesting agency for all funds made available to it in this IAA. Funds shall be expended only on activities, services or materials that contribute to meeting program objectives. The performing agency shall immediately notify the requesting agency of any actual or anticipated project cost overruns.

C. The performing agency shall not realign any funds to meet additional security needs, security related costs or additional administrative fees without prior authorization of the requesting agency.

D. Within ninety (90) days of completing the work under this IAA, the performing agency shall conduct a final accounting to determine the actual costs of the work. Within thirty (30) days of completion of this accounting, the performing agency shall return to the requesting agency any funds advanced in excess of the actual costs as then known, or the requesting agency 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 requesting agency's responsibility to pay for any costs or other liabilities, such as contract claims or other liability, which may become known after the final accounting.

E. If the USACE forecasts its actual costs to exceed the amount of funds available under this Agreement, it shall within 5 working days notify INL of the amount of additional funds necessary to complete the work under this Agreement. 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.

#### **V. Administrative Procedures**

USACE/GRD shall advise INL Baghdad at least two weeks in advance regarding the timing of significant activities implemented under this agreement, as further described in Attachment A.

#### **VI. Contacts**

The requesting agency point of contact in Washington is Suzanne Sheldon, INL/I Team Leader – Rule of Law, 202-647-0456, SheldonSA@State.gov, and in Baghdad is Garry Phillips, Judicial Security Program Manager, PhillipsGL@State.gov. The performing agency point of contact is ~~XXXXXXXXXX~~ Director, GRD Programs, 703-544-6936 (~~XXXXXXXXXX~~@pco-iraq.net)

#### **VII. Billings and Accompanying Documentation**

USACE/GRD will bill INL based on expenditures of funds obligated for authorized activity expenses at the end of each quarter. Billing and payment will be affected through the Interagency Payment and Collection system (IPAC). Notice of 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)  
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:

<u>Appropriation</u>	<u>Allotment</u>	<u>Obligation</u>	<u>Org.</u>	<u>Function</u>	<u>Object</u>	<u>Amount</u>
1911 7/81022.0	2072	849P743	019575	2795	2589	\$10,511,460.00

On financial matters, the DOS point of contact is Cheryl Williams, 202-776-8756, WilliamsCF3@State.gov. The USACE/GRD point of contact is ~~XXXXXXXXXX~~, Director, GRD Resource Management, 540-542-1404 ~~XXXXXXXXXX~~@usace.army.mil).

**VIII. 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. To the extent consistent with U.S. law, all work performed under this IAA shall conform to applicable Iraqi laws. In the event applicable U.S. law conflicts with Iraqi law, the USACE and INL shall determine any remedies. If no remedies are available, USACE may terminate any affected agreement. In the event the USACE terminates an agreement, the INL shall remain responsible for all costs, including liabilities incurred by the USACE pursuant to that agreement.

**IX. Dispute Resolution**

The parties agree that, in the event of a dispute between the parties, INL and 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 such measures fail to resolve the dispute, they shall refer it for resolution to the appropriate officials, as agreed to by both parties.

**X. 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, USACE will accept accountability for its actions, but 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 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. USACE will inform INL of any contract or other claim filed in connection with any activity funded by this IAA by including this information in the next monthly report provided for in this IAA. INL will be offered the opportunity to review and comment on litigations proceedings, including settlement negotiations, for claims that arise out any activity funded by this IAA.

## **XI. 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. 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. INL shall have a non-exclusive, royalty-free right to utilize the documents and work products produced under this IAA and on other projects and with other service providers.

## **XII. Public Information**

A. In general, INL is responsible for all public information. USACE may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. INL or USACE shall make its best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed 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 INL. The USACE may provide, upon request, any assistance necessary to support INL's justification or explanations of the INL's programs conducted under this IAA.

## **XIII. Other Terms and Conditions**

1. An original of this IAA must be returned to INL by USACE with original signatures. Duplicate signatures will not be accepted. One original with original signatures is for USACE; the other for INL.

2. USACE shall comply with all Department of Army and USACE procurement policies and procedures including the FAR, EFARS 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>. USACE agrees that before providing equipment or commodities to any host government, it must obtain approval from the INL.

3. The performing agency 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 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 Statement of Work in Attachment A will describe support services that may be provided to the USACE by a designated INL logistics support operation. USACE should not duplicate the services provided by INL support operations.
6. USACE must have a warranted contracting official available to carry out the provisions of any contracts signed under this IAA.
7. 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. INL will conduct inspections of the project in coordination with GRD. 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. Other Relationships or Obligations: This IAA shall not affect any pre-existing or independent relationships or obligations between INL and 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.

#### **XIV. Schedule for Finalizing of Statement of Work**

Within 20 days after execution of this IAA and Statement of Work, GRD will provide (a) detailed recommendations to INL as to whether and how the SOW should be revised and (b) Independent Government Estimates (IGEs) to INL Baghdad.

Within 5 days of receipt of IGEs, INL Baghdad will approve the IGEs and revised SOW (or request additional information, if needed) and issue a request to begin work.

Within 21 days of INL's approval of the SOW and IGE, GRD will issue a solicitation for bids.  
Note: Any subsequent changes in the SOW prior to solicitation will require INL approval.

Within 30 days of solicitation of bids, GRD will award the contract and issue a notice to proceed (NTP). Work shall commence within seven days of receipt of NTP. All work shall be completed no later than 120 days after NTP.

**XV. Property and Equipment Ownership and Control:**

- A. The requesting agency will retain title of all real, personal and intellectual property acquired by using the IAA's funds or transferred to the custody of the performing agency to use in carrying out the programs of the IAA.
- B. The performing agency shall establish inventory records to document the receipt, location, identification data, disposal, and other transactions affecting the status of property in (A) above.
- C. The performing agency shall dispose of or transfer property only as directed in writing by the requesting agency.
- D. The requesting agency shall have the right to inspect the property, ensure the accuracy of the inventory records and that the property is being used for the intended purposes of the IAA.

**XVI. Right to Audit:**

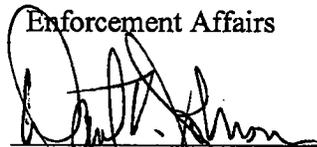
The performing agency will allow INL to conduct program, financial and administrative reviews (e.g., audit of financial records and inspection of administrative procedures for authorizing travel, expenditure, etc.). The timing of reviews will be coordinated with the performing agency.

**XVII. Period of Agreement**

This IAA shall become effective as of the latest date indicated below when signed by both INL and USACE/GRD and shall continue into effect until December 2009.

Bureau for International Narcotics and Law  
Enforcement Affairs

U.S. Army Corps of Engineers

 9/11/08  
Date

David T. Johnson  
Assistant Secretary  
Bureau for International Narcotics  
And Law Enforcement Affairs

 15 JUN 08  
Date

Merdith W.B. Temple  
Major General, USA  
Deputy Commanding General for Military  
And International Operations

 7/7/08  
Date

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