

**AMENDMENT TO
INTERAGENCY AGREEMENT**

Between the

**UNITED STATES DEPARTMENT OF STATE
(Bureau of Near Eastern Affairs, Office of Iraq Assistance)**

and the

**UNITED STATES ARMY
Corps of Engineers**

for

**Provincial Reconstruction Teams (PRTs) and Provincial Reconstruction
Development Committee (PRDC) Projects**

I. PURPOSE

This document amends the "Interagency Acquisition Agreement Between the United States Department of State (Bureau of Near Eastern Affairs, Office of Iraq Assistance) and the United States Army Corps of Engineers for Provincial Reconstruction Teams (PRTs) and Provincial Reconstruction Development Committee (PRDC) Projects" (IAA) to provide FY 2007 Supplemental Economic Support Funds (ESF) from the Department of State (Bureau of Near Eastern Affairs, Office of Iraq Assistance) (NEA/I/ASSIST) to the United States Army Corps of Engineers, hereinafter called the "Servicing Agency," to acquire the services of the Servicing Agency to provide support for the bid preparation and award of projects, as set forth in the Statement of Work described in Section II, in implementing the program defined by the Iraq Transition Assistance Office (ITAO) on behalf of the Office of Provincial Affairs (OPA). The funds obligated by means of this amendment shall be used to reimburse the Servicing Agency for costs incurred in carrying out the Statement of Work in section II.

II. STATEMENT OF WORK

1. The Servicing Agency shall continue to provide personnel and services to accomplish the activities outlined in paragraphs 1 through 5 of the section III of the IAA, to carry out the additional program as described in paragraph 2.
2. The additional program will consist of \$100 million for PRDC projects, to be implemented in accordance with the following budget estimate.

FY07 PRDC ESF Allocations, by Province

	Province	FY07 ESF PRDC
1	Dohuk	\$3,900,000.00
2	Erbil	\$3,900,000.00
3	Sulaimaniyah	\$3,900,000.00
4	Ninewa	\$3,900,000.00
5	Kirkuk	\$3,900,000.00
6	Salah ad Din	\$3,900,000.00
7	Diyala	\$3,900,000.00
8	Anbar	\$10,600,000.00
9	Baghdad	\$17,200,000.00
10	Babil	\$3,900,000.00
11	Najaf	\$3,900,000.00
12	Karbala	\$3,900,000.00
13	Qadisiyah	\$3,900,000.00
14	Wasit	\$3,900,000.00

15	Maysan	\$3,900,000.00
16	Dhi Qar	\$3,900,000.00
17	Muthanna	\$3,900,000.00
18	Basrah	\$6,100,000.00
TOTAL		\$92,400,000.00

3. Paragraphs 7 through 11 of Section III of the IAA shall continue to apply to the funding obligated by this amendment to the IAA.
4. The Servicing Agency reasonably estimates, at the time of signature of this amendment, that the costs of its overall actual fees for its activities related to furnishing the goods and services under this amendment will be \$7.6 million.
5. References in the IAA to the "Iraq Reconstruction Management Office" should be replaced by the "Iraq Transition Assistance Office," and references to the "National Coordination Team" should be replaced by the "Office of Provincial Affairs."

III. AUTHORITIES AND RESTRICTIONS

A. Authorities

This amendment to the IAA is undertaken pursuant to the authority of Part II, Chapter 4 of the Foreign Assistance Act, as amended (FAA), and funding as provided in Title I, Chapter 6 of the U.S. Troop Readiness, Veterans' Care, Katrina Recovery, and Iraq Accountability Appropriations Act, 2007 (P.L. 110-28), which provides Economic Support Funds for Iraq, Section 632(b) of the FAA, 22 U.S.C. 2392, and 10 U.S.C. 3036(d)(2).

B. Restrictions and Responsibilities

Section IV.B. of the IAA shall continue to apply to the funding obligated by this amendment to the IAA.

IV. OBLIGATION OF FUNDS AND REIMBURSEMENT PROCEDURES

One hundred million dollars (\$100,000,000) is herein obligated by this amendment for the purpose of carrying out the Statement of Work in Section II above. The Servicing Agency will draw down these amounts via quarterly billings to the Department of State. This amount (\$100,000,000) is intended to cover all costs incurred by the Servicing Agency discharging its obligations under this amendment

These funds will be provided by the Department of State to the Servicing Agency via an IPAC payment to the USACE ALC number account cited below.

NEA fiscal data is:

Fund: 19 7/8 1037.1
Allotment: 4490
Obligation: 710371
Organization Code: 141600
Function Code: 6130
Object Class: 2589

USACE funding and account information is:

ALC: 00008735
DOC Account: 21 7 2020
BPN Number: DODW915WE

V. EFFECTIVE DATE AND TERM OF THE AMENDMENT

This amendment becomes effective upon the date of signature of both Parties. This agreement will remain in effect until September 30, 2011 unless previously terminated pursuant to Section VII of the IAA. Subject to the availability of funds, this amendment may be extended at the discretion of both Parties. If these funds are not fully expended by June 30, 2011, they shall be returned to the Department of State.

VI. CONTINUITY OF PROVISIONS

Sections VII (Termination), VIII (Liability), IX (Reporting Requirements), X (Modifications), and XI (Resolving Disagreements) and XII (Responsible Officials) of the IAA shall apply to all work ordered pursuant to this amendment.

U.S. Army Corps of Engineers	Department of State
	
Merdith W.B. Temple Major General, USA Director of Military Programs U.S. Army Corps of Engineers	Richard Schmierer Deputy Assistant Secretary (Acting) Bureau of Near Eastern Affairs Department of State

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