



US Army Corps
of Engineers®

**INTERAGENCY AGREEMENT
BETWEEN
THE DEPARTMENT OF VETERANS AFFAIRS
AND
THE U.S. ARMY CORPS OF ENGINEERS**

ARTICLE I - PURPOSE AND AUTHORITY

This Interagency Agreement ("IGA") is entered into by and between the U.S. Army Corps of Engineers ("Corps") and the Department of Veterans Affairs (VA) on behalf of the National Cemetery Administration (VA/NCA) ("the parties") for the purpose of establishing a mutual framework governing the respective responsibilities of the parties for the provision of Corps planning, design and construction services and such related work as may be agreed upon in the future. This IGA is entered into pursuant to the Economy Act of 1932, as amended (31 U.S.C. § 1535).

ARTICLE II - SCOPE

Goods and services which the Corps may provide under this IGA include project management, design services, construction period services, environmental services, preliminary technical investigations, surveying, and Historic Preservation compliance at VA facilities and such other related goods and services as may be agreed upon in the future and specified in individual Support Agreements ("SA(s)").

Nothing in this IGA shall be construed to require the VA/NCA to use the Corps or to require the Corps to provide any services to the VA/NCA, except as may be set forth in SA(s).

ARTICLE III - INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between the Corps and the VA/NCA, each party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this IGA. Additional representatives may also be appointed to serve as points of contact on SAs. Principal Representative for VA/NCA will be Mr. Robert B. Holbrook, Director, Office of Construction Management (401B), National Cemetery Administration, 810 Vermont Avenue, NW, Washington, DC 20420, telephone (202) 565-4890. Principal Representative for Corps will be Mr. Howard Moy, Program Manager, Directorate of Military Programs, Headquarters, U.S. Army Corps of Engineers, CEMP-MD(3Q64), 441 G Street, NW, Washington, DC 20314, telephone (202) 761-8633.

ARTICLE IV - SUPPORT AGREEMENTS

In response to requests from the VA/NCA for Corps assistance under this IGA, the Corps and the VA/NCA shall conclude mutually agreed upon written SAs. Those SAs must be on either Engineer Form 4914-R or similar document containing the same information as Department of Defense Form 1144. SAs must include:

- a detailed scope of work statement;
- schedules;
- funding arrangements, including whether payment shall be in advance or by reimbursement;
- the estimated amount of funds required and actual funds available to accomplish the scope of work as stated above;
- the VA/NCA's fund citation and the date upon which the cited funds expire for obligation purposes;
- identification of individual project managers and Contracting Officer's Technical Representative (COTR);
- identification of types of contracts to be used (if known);
- types and frequencies of reports;
- identification of which party is to be responsible for government-furnished equipment, contract administration, records maintenance, securing permits from and coordinating with state and local agencies, rights to data, software and intellectual property, and contract audits;
- procedures for amending or modifying the SA; and
- such other particulars as are necessary to describe clearly the obligations of the parties with respect to the requested services (such as coordination and respective levels of involvement, etc.).

Services shall be provided under this IGA 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, the SA shall constitute a valid Economy Act order. In the case of conflict between this IGA and a SA, this IGA shall control.

ARTICLE V - RESPONSIBILITIES OF THE PARTIES

A. Responsibilities of the U.S. Army Corps of Engineers:

1. The Corps shall provide the VA/NCA only goods and services in accordance with the purpose, terms, and conditions of this IGA and with specific requirements set forth in SAs and implementing arrangements.
2. The Corps shall identify authorized Corps representatives to sign SAs.

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

4. The Corps shall provide detailed periodic progress, financial and other reports to the VA/NCA as agreed to in the SA. Financial reports shall include information on all funds received, obligated, and expended, and on forecasted obligations and expenditures.

5. The Corps shall inform the VA/NCA of all contracts entered into under each SA and provide VA/NCA with copies of such contracts.

B. Responsibilities of the Department of Veterans Affairs:

1. The VA/NCA shall certify, prior to the execution of each SA under this IGA, that the SA complies with the requirements of the Economy Act.

2. The VA/NCA shall pay all actual costs associated with the Corps' provisions of services under this IGA and shall certify, at the time of signature of a SA, the availability of funds necessary to accomplish that SA.

3. The VA/NCA shall ensure that only authorized VA/NCA contracting officers sign SAs.

4. The VA/NCA shall develop draft SAs.

5. The VA/NCA shall obtain for the Corps all necessary real estate interests and access to all work sites and support facilities.

ARTICLE VI - FUNDING

The VA/NCA shall pay all costs associated with the Corps' provision of project related goods or services under this IAG. For SAs where it is agreed that VA/NCA will provide funds in advance of the work being performed, the Corps shall bill the VA/NCA in advance and the VA/NCA shall provide the necessary funds in advance. For SAs where it is agreed that VA/NCA will reimburse the Corps, the Corps shall bill the VA/NCA for each SA monthly for reimbursable costs incurred, using Standard Form ("SF") 1080, Voucher for Transfers between Appropriations and/or Funds, and the VA/NCA shall reimburse the Corps within 30 days of receipt of an SF 1080. The Corps shall withhold from final payment to any contractor no less than ten percent of total funds advanced or costs estimated, whichever is greater, pending interim or final acceptance of the project (design or construction) by VA/NCA including satisfactory correction of any "punch-list" items.

If the Corps forecasts its actual costs under an SA will exceed the amount of funds available under that SA, it shall promptly notify the VA/NCA of the amount of additional funds necessary to complete the work under that SA. The VA/NCA shall

either provide the additional funds to the Corps, or require that the scope of work be modified to that which can be paid for by the then-available funds, or request termination of the work under that SA.

Within 60 days of completing the work under an SA, the Corps shall conduct a final accounting to determine the actual costs of the work. Within 30 days of completion of this accounting, the Corps shall return to the VA/NCA any funds advanced in excess of the actual costs as then known, or the VA/NCA shall provide any additional funds necessary to cover the actual costs as then known. Such an accounting shall in no way limit the VA/NCA's duty in accordance with Article X to pay for any costs, such as contract claims or other liability, which may become known after the final accounting.

ARTICLE VII - APPLICABLE LAWS

This IGA 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 or agreed to under a SA, Corps policies and procedures shall govern all contract work undertaken by the Corps.

ARTICLE VIII - CONTRACT CLAIMS AND DISPUTES

All claims and disputes by contractors arising under or relating to contracts awarded by the Corps shall be resolved in accordance with Federal law and the terms of the individual contract. The Corps shall have dispute resolution authority for these claims. Any contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. § 601-613). The Armed Services Board of Contract Appeals (ASBCA) is designated as the appropriate board of contract appeals. In lieu of appealing to the ASBCA, the contractor may bring an action directly to the United States Court of Federal Claims.

The Corps shall be responsible for handling all litigation involving disputes and appeals, and for coordinating with VA/NCA and the Department of Justice as appropriate. The Corps shall notify the VA/NCA in advance of any such litigation and afford VA/NCA an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations.

ARTICLE IX - DISPUTE RESOLUTION

The parties agree that, in the event of a dispute between the parties, the VA/NCA and the Corps 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, the dispute shall be decided

by a three-member panel made up of representatives from VA/NCA, the Corps, and a mutually acceptable neutral third Federal party.

ARTICLE X — RESPONSIBILITY FOR COSTS

If liability of any kind is imposed on the United States relating to the Corps' provision of goods or services under this IGA, the Corps will accept accountability for its actions. The VA/NCA shall remain responsible as the program proponent for providing such funds as are necessary to discharge the liability and all related costs.

In order to mitigate issues of potential liability, the Corps affirms that it will fully comply with the requirements of the FAR in all of its contracts and contracting decisions and will be faithful and zealous advocates for the US Government in all disputes.

ARTICLE XI - PUBLIC INFORMATION

Justification and explanation of the VA/NCA's programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of the VA/NCA. The Corps may provide, upon request, any assistance necessary to support the VA/NCA's justification or explanations of the VA/NCA's programs conducted under this IGA. In general, the VA/NCA is responsible for all public information. The Corps may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. The VA/NCA or the Corps 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 IGA.

ARTICLE XII - MISCELLANEOUS

A. Other Relationships or Obligations

This IGA shall not affect any pre-existing or independent relationships or obligations between the VA/NCA and the Corps.

B. Survival

The provisions of this IGA which require performance after the expiration or termination of this IGA shall remain in force notwithstanding the expiration or termination of this IGA.

C. Severability

If any provision of this IGA 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.

ARTICLE XIII - AMENDMENT, MODIFICATION AND TERMINATION

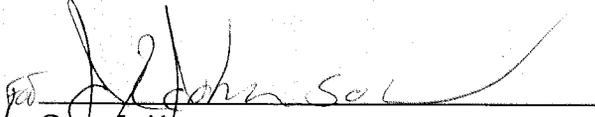
This IGA may be modified or amended only by written, mutual agreement of the signatories to this agreement or by their respective representatives or successors. Either party may terminate this IGA by providing written notice to the other party. The termination shall be effective upon the sixtieth calendar day following notice, unless a later date is set forth. In the event of termination, the VA/NCA shall continue to be responsible for all costs then incurred by the Corps under this IGA and for the costs of closing out or transferring any on-going contracts. The Corps shall return to the VA/NCA any funds advanced in excess of incurred costs or closeout costs.

ARTICLE XIV - EFFECTIVE DATE

This IGA shall become effective when signed by both VA and the Corps.

Department of Veterans Affairs

U.S. Army Corps of Engineers



Gary J. Krump
Deputy Assistant Secretary for Acquisition
and Materiel Management (90)

Steven R. Hawkins
Brigadier General, USA
Director of Military Programs

DATE: 3/6/01

DATE: 5 FEBRUARY 2001