PARTICIPATING AGENCY SERVICE AGREEMENT
BETWEEN
THE UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
AND
THE DEPARTMENT OF ARMY, U.S. ARMY CORPS OF ENGINEERS
("Participating Agency")

Award Number:	Modification Number: Original
1. Activity Title: Technical Services PASA for USACE Support to USAID's Bureau for Asia and the Near East for Tsunami Reconstruction	2. Strategic Objective Title and Number: Tsunami Reconstruction, SO 498-045
3. Appropriation Symbol: 72X1035	4. Fund Code: 2005
5. A&A Request Number/NMS Number: ANE-P-00-05-00002-00	6. Initial Fiscal Year: 2005
7. Start Date: 11 February 2005	8. Completion Date: 15 June 2005

9A. Prior Funding	9B. Funding Obligated this Document	9C. Total Obligated Funding
$0	$442,750.00	$485,200

10. Authority: Section 632(b) of the Foreign Assistance Act of 1961, as amended (FAA), 22 U.S.C. Sec. 2392(b); [FAA Sections 496 and 497, 22 U.S.C. 2293, 2294;][Section 2 of the Support for East European Democracy (SEED) Act of 1989, 22 U.S.C. 5401;][FAA Sec. 498, 22 U.S.C. 2295; FAA Sec. 498C, 22 U.S.C. 2295c;][Foreign Operations, Export Financing, and Related Programs Appropriations Act, 2005, Public Law 108-447].

11A. Services to be Provided: The Participating Agency agrees to provide the services summarized below and more fully described in Annex A. This Interagency or Participating Agency Service Agreement is subject to and entered into under the terms and conditions of the General Agreement Between the United States Agency for International Development and the United States Army Corps of Engineers, dated 7 May 2003. The Requested Services are to provide technical assistance to help identify large-scale infrastructure projects, develop scopes of work, cost estimates, and initial environmental reviews for each identified project, and to recommend an acquisition strategy for the USAID-funded Signature Infrastructure Reconstruction.

11B. Place of Performance: Washington, Indonesia, Sri Lanka, Thailand, India, Maldives

12. Liaison Offices/Additional Representatives

12A. Participating Agency	12B. United States Agency for International Development – Cognizant Technical Officer
Name: Gil Kim Address: HQs, US Army Corps of Engineers, Washington, DC, gil.kim@usace.army.mil, (202) 761-7094	Name: Christine M. Wegman Address: USAID/ANE, Washington, DC, cwegman@usaid.gov, (202) 712-5285
13A. Signature by Authorized Representative **Department of the Army, U.S. Army Corps of Engineers** James A. Cheatham James A. Cheatham Major General, US Army Acting Director of Military Programs Date: 11 FEB 05	13B. Signature by USAID Agreement Officer **United States Agency for International Development** James R. Kunder James R. Kunder Assistant Administrator Bureau for Asia and the Near East Date: 11 Feb 05

14. This Agreement consists of this face sheet and the following items (if checked):

X Schedule	X Annex A – Statement of Work
X Annex B – Budget	X Annex C – Standard Provisions

PASA
Between USAID's Bureau for Asia and the Near East and the U.S. Army Corps of Engineers

Schedule

A. PURPOSE OF THE AGREEMENT

This Agreement is entered into under section 632(b) of the Foreign Assistance Act of 1962, as amended, 22 U.S.C. Sec. 2392(b) and 10 U.S.C. Sec. 3036(d)(2). It is entered into under the authority and terms and conditions of the General Agreement Between The United States Agency For International Development and The Department of Army, U.S. Army Corps of Engineers, dated 7 May 2003. Under this Agreement, the Participating Agency will provide technical services to USAID in accordance with the Statement of Work set forth in Annex A to this Agreement. USAID and the Participating Agency may modify this Agreement by mutual agreement in writing. As used in this Agreement, a "cooperating country" is a country receiving assistance under this Agreement.

B. PERIOD OF AGREEMENT

The effective date of this Agreement is the latter date in Blocks 13A and 13B on the face sheet. It is the date when the Participating Agency may begin to incur costs to support the technical services the Participating Agency will provide under this Agreement. The Completion Date of this Agreement is set forth in Block 8 of the face sheet of this Agreement, and it is the last day on which Participating Agency may incur costs under this Agreement, unless the Agreement Officer agrees otherwise in writing. The Start Date found in Block 7 of the face sheet of this Agreement is the estimated date on which the services of Participating Agency personnel performing services under this Agreement will begin at the USAID post of assignment. Unless the USAID Agreement Officer specifically authorizes otherwise in writing in advance, the Participating Agency may not provide services to USAID under this Agreement beyond the Completion Date.

C. FISCAL TERMS

1. **Obligation**: Signature of this Agreement by the Participating Agency and the USAID Agreement Officer (in Blocks 13A and 13B of the face sheet of this Agreement) constitutes an obligation of funds by USAID in the amount specified in Block 9B of the face sheet. USAID funding for this Agreement is limited to the total obligated funding (Block 9C of the face sheet). Unless the USAID Agreement Officer specifically authorizes otherwise in writing in advance, the Participating Agency may not incur costs greater than the total obligated funding.

2. **Budget**: Annex B sets forth the Budget for the services that the Participating Agency will provide under this Agreement. The Participating Agency may adjust individual line items in the Budget, provided that (1) the Participating Agency does not exceed the total obligated funding; (2) an adjusted line item does not increase by more

than 25 percent; (3) the Participating Agency notifies USAID in writing of the adjustments; and (4) funds from one USAID organizational unit (e.g., ANE's Office Technical Services) are not being used to support PASA activities of another USAID organizational unit. Increasing a budget line item by more than 10 percent requires the prior written approval of the USAID Agreement Officer. Using funds from one USAID organizational unit to fund PASA activities of another USAID organizational unit also requires prior written approval of the USAID Agreement Officer.

D. REPORTS

The Participating Agency must prepare and submit the technical and other reports required under the clause of the General Agreement, Section G, entitled "Reports."

The Participating Agency will submit the required reports to the USAID Cognizant Technical Officer at the address indicated in block 12B of the face sheet of this Agreement.

E. PAYMENT

1. (a) For Bills Payable by USAID/W: The Participating Agency shall bill USAID through the Intra-governmental Payment and Collection system.

The USAID financial contact person is the Office Chief, M/FM/CMP/IBU, at 202-712-4516 (telephone) and 202-216-3543 (fax). The USAID Agency Location Code (ALC) for billings is 72-000001.

All Financial Reports to support the bills shall be addressed to:

United States Agency for International Development
M/FM/CMP/IBU
Inter-Agency Billing Unit
1300 Pennsylvania Avenue, N.W.
Room 7.07-064
Washington, D.C. 20523-0208

(b) For Bills Payable by USAID Missions: The Participating Agency shall bill USAID Missions using Standard Form 1081 supported by the relevant financial report.

2. The Participating Agency shall submit an original financial report to the Paying Office identified above with each billing to itemize expenditures to the level of detail specified in the Budget (Annex B) of this Agreement. The Participating Agency must submit a copy of the financial report to the USAID Cognizant Technical Officer.

3. The Participating Agency shall prepare the financial reports required under this Agreement on a quarterly basis.

4. Amounts that the USAID Agreement Officer determines to be unallowable under this Agreement will not be reimbursed or will be charged back to the Participating Agency with its concurrence if payment was made before such a determination.

5. The parties agree to use reimbursement method of payment.

6. The financial reports submitted shall, as a minimum, contain current period and cumulative amounts as follows:

Budget Line Item	Budget Amount	Current Period Disbursements	Cumulative Disbursements	Remaining Balance

F. COMMUNICATIONS

If USAID administers this Agreement in Washington, official communications with USAID field offices on technical matters are the responsibility of the USAID Cognizant Technical Officer identified in the Schedule of the Agreement. The USAID Cognizant Technical Officer will obtain appropriate clearances and authorize the communication with USAID field offices. Messages pertaining to staffing and budgetary matters must be cleared with the Agreement Officer and the USAID Cognizant Technical Office before transmitting the message to the USAID field office.

G. SUPPORT TO TERRORISM

The Participating Agency is reminded that U.S. Executive Orders and U.S. laws prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Participating Agency to ensure that all sub-agreements, contracts, and grants issued under this Agreement comply with these Executive Orders and laws.

H. ORDER OF PRECEDENCE

In the event of conflicts between this Agreement and the General Agreement of May7, 2003, the terms of the General Agreement shall prevail, except as the Parties may otherwise agree explicitly in writing. Conflicts between any parts of this Agreement will be resolved by applying the following descending order of precedence:

Face Sheet
Schedule
Annex B, Budget

I. SOURCE, ORIGIN, AND NATIONALITY (GEOGRAPHIC CODE)

The authorized geographic code for procurement of goods and services under this agreement is 935 (Free World) and Cooperating Country, with a preference for the procurement of U.S. source, origin and nationality to the extent practicable, including motor vehicles. Motor vehicles from non-U.S. source or origin will be held to a minimum and carried out only when necessitated by required specifications, spare parts, and maintenance capabilities.

J. COMPLETION DATE AND CLOSE-OUT OF THE AGREEMENT

1. The Completion Date of the Agreement is the date stated in block 8 of the face sheet of this Agreement, or such other date as the parties may agree to by amendment of this Agreement. "Completion Date" for this purpose means the estimated date by which all USAID-financed services will have been performed and all USAID-financed goods will have been furnished as contemplated in this Agreement. Except as USAID may otherwise agree in writing, USAID funds made available under this Agreement may not be used to finance services performed after the Completion Date or goods furnished after the Completion Date.

2. USAID will begin to formally close out the Agreement after the Completion Date. The Participating Agency will cooperate with USAID to expeditiously and properly document the close-out of the Agreement. Except as USAID may otherwise agree in writing, the Participating Agency must, not later than nine months following the Completion Date, submit to USAID requests for reimbursement or liquidation of outstanding advances under the Agreement. Funds which have not been disbursed and for which reimbursement requests, with supporting documentation, have not been received by USAID as of nine months following the Completion Date of the Agreement may be unilaterally deobligated by USAID.

K. STANDARD PROVISIONS

The Standard Provisions of the General Agreement Between the United States Agency for International Development and the United States Army Corps of Engineers, dated 7 May 2003, will apply to this PASA.

PASA
Between USAID's Bureau for Asia and the Near East and the U.S. Army Corps of Engineers

Annex A – Statement of Work

I. Introduction

On December 26, 2004, a massive, 9.0 Richter scale, earthquake off the coast of Aceh Province caused enormous physical and economic damage and loss of life in Indonesia. Shortly thereafter a resultant enormous Tsunami caused even more damage and loss of life in Indonesia but also massive damage and loss of life in Thailand, Sri Lanka, and India. Other countries such as Maldives and Somalia suffered a much lower level of damage and loss of life. As of January 26, the human death toll was estimated to have exceeded 250,000. In addition to these deaths, millions of persons were injured and/or lost all their belongings and livelihoods. Indonesia and Sri Lanka suffered enormous damage to their economies that might require decades for them to overcome.

The government and private sectors of the US and the international community in general have pledged and are providing large levels of emergency assistance. Simultaneously, the USG and many others of the government and private donors are planning and designing large long-term reconstruction and economic recovery programs. While the US will likely assist most or all of the affected countries, its long-term assistance will be focused on the countries that have suffered the largest damage, namely Indonesia and Sri Lanka.

II. Objective

The objective of this PASA is establishing a USAID-USACE partnership under which the two agencies, under the statutory and fiscal control responsibility of USAID, manage the design and implementation of the USG Tsunami Reconstruction and Economic Recovery Program.

It is anticipated that this PASA will be the first phase of a broader relationship with the Corps of Engineers related to reconstruction infrastructure destroyed by the tsunami. ANE anticipates that the Corps of Engineers will be able to provide USAID continued support during the implementation phase of infrastructure reconstruction. The scope of the next phase will be based on the Corp's recommendations of next steps and will be defined in amendments to this PASA. The first phase of the PASA will end on the expiration date on the face sheet. Should USAID require the continued services of the Corps of Engineers, the PASA will be amended.

III. Areas and Types of USACE Participation and Support of the Program

Specific areas of USACE participation and support of the Tsunami Reconstruction Program include, but are not limited to damage and need assessments, scope of work, cost estimates and initial environmental reviews, and project implementation services for identified reconstruction projects. Projects can include roads (primary and secondary), bridges, ports and small boat harbors, regional airports, railroads, irrigation systems,

dams, electric power generation & distribution systems, water distribution systems and wells, schools, clinics or hospitals, and other civil engineering works. USACE personnel also will provide on-the-job training and mentoring to assigned USAID Foreign Service National and other staff designated by USAID.

A. Staffing sources

To ensure flexibility and receive the full depth and breadth of USACE engineering capability, USACE will provide a combination of full-time and contingent, project funded employees to USAID in Washington, Indonesia, Sri Lanka and other countries as mutually agreed. Contingent capability will be drawn from existing USACE employees and can be supplemented by contractors hired for specialized technical requirements, such as dam safety analysis or structural design review. Considerations of cost and expediency will influence decisions on engaging short-term contractors. USAID will approve all long and short term staff proposed for assignment to Indonesia and Sri Lanka and may request the withdrawal of such USACE employees when requirements change, or when performance standards are not satisfied, and/or for cause

B. Services and Staff Organization

During the first phase, USAID requires project services to develop the following:

- A scope of work for all identified infrastructure reconstruction projects;
- A cost estimate for all identified infrastructure reconstruction projects;
- An initial environmental review for all identified infrastructure reconstruction projects; and
- Recommendations for project implementation.

The combined cost of these services under this section will not exceed a ceiling of $485,200.

In the second phase of the PASA it is anticipated that USAID requirements will generally fall into the category of project services and staff support.

1. Project Services

At the request of the USAID Contracting Officer (CO), USACE will provide distinct project services to USAID, such as reports, studies, management plans, or physical construction (via separate construction contract). A Job Order prepared by the respective USAID Cognizant Technical Officer will serve as assignment instructions and obligation authority by which to track costs. The Job Order will include a Scope of Work and a Project Management Plan (PMP). The Job Order must be approved by the CO. The Scope will define the deliverables to be achieved, while the PMP will define the budget and level of effort, key milestones, work and management methods, and other expectations for all parties. The budget for these project services will be estimated before the project is initiated and a new sub-CLIN will be added to the PASA budget to partition funds for the effort.

2. <u>Staff Support</u>

The organization and staffing plan shown in Attachment B present an illustrative staffing scenario that reflects the tentative requirements of USAID as of January 31, 2005. Once the long-term Program has been approved and later as Program and support requirements evolve and change, USAID may change the organization and staffing plan in regards to the number of USACE positions required and their specializations, as well as the duties and responsibilities assigned to the USACE employees.

USAID may request USACE to second employees and/or contractors to staff line and/or supervisory positions in its offices in Washington, Indonesia, Sri Lanka, Thailand, Maldives and other locations as required to accomplish the objectives of the PASA and of the program itself. All USACE personnel will receive direct or indirect technical direction from and report to the designated USAID staff as directed by the CTO.

USAID will receive and review all reports (e.g., QA reports), including financial reports, prior to circulation or submission to entities other than USAID. USAID and USACE will jointly develop specific work plans as needed during the effective period of the Agreement.

C. Logistics and Security

USAID may require assigned USACE employees to travel locally and internationally in the exercise of assigned duties and responsibilities. Such travel could include same-day or overnight trips.

In their assigned USAID work station and while in travel status, USAID will provide full logistical support for USACE staff, including local and in-country transportation, housing, fully equipped office space, computers, cell phones and communications equipment, and other items to a level comparable to USAID staff specifically as agreed in each case. USAID will also provide or arrange for security at jobsites, during travel, and at offices as specifically agreed in each case. USACE staff will always meet the local security requirements of USAID or USACE as appropriate.

USAID will advise prime and construction sub-contractors of the USAID-USACE program oversight and advisory relationship, and will instruct the contractors to cooperate with and promptly provide any reasonable information requested by USAID/USACE.

USACE personnel assigned under this agreement will receive technical direction from and report to the assigned USAID Cognizant Technical Officer (CTO).

IV. Work Plan

A. Overall USACE team integration, coordination, and trip logistics.

B. Site visit, initial meetings, and assessment consultation with USAID Mission Directors and staff in Indonesia and Sri Lanka to verify the initial project scope, host government agreement, and groundwork for team start-up.

C. Concurrent initiation of damage assessments and project scopes of work with cost estimates and initial environmental reviews by two teams at Sri Lanka and Indonesia.

D. Coordination.

- All activities and recommendations will be coordinated with USAID field mission in country.
- Recommendations to be coordinated with ANE/Washington (Bureau for Asia and the Near East)

E. Deliverables for the first phase.

- Scope of work with cost estimate, and initial environmental review for each identified project
- Acquisition strategy and rational for choosing this plan

F. USACE Technical Advisor for capacity building will be placed in the appropriate Government of Indonesia Ministry.

G. Way Ahead: Amendment of PASA for next phase of work to be performed by POD Regional Office - Project execution by POD District(s)

V. Staffing Plan

A. Overall USACE team integration, coordination, and trip logistics – Collect all available relevant damage assessments and obtain concurrence on role, responsibilities, and expected deliverables from USACE. (4 persons for 1 week)

B. Site visit, initial meetings, and assessment consultation with USAID Mission Directors and staff in Indonesia and Sri Lanka to verify the initial project scope, host government agreement, and groundwork for team start-up. (3 persons for 1 week)

C. Concurrent initiation of damage assessments and project scope of work with cost estimates by two teams at Sri Lanka and Indonesia.

- Two team leaders and 4-man teams at each location for 3 to 4 weeks to develop project cost proposals with scopes of work.
- Brief field missions on findings and recommendations prior to leaving country.

D. Deliverables.

- Brief ANE/W on findings and recommendations. (1 person for 1 week)
- Submit draft acquisition plan and rationale to field missions and ANE/W for comments before finalization. (8 persons for 4 weeks)

- Submit final Scope of Works, Initial Environmental Reviews, and Acquisition Plan and Rational (4 persons for 1 week)

E. USACE Technical Advisor for capacity building will be placed in the appropriate Government of Indonesia Ministry. (1 or 2 persons)

F. Way Ahead.

- Amendment of PASA for next phase of work to be performed by POD Regional Office - Project execution by POD District(s). (2 persons for 2 weeks)