

CEMP-MD Regulation No. 1140-3-1	Department of the Army U.S. Army Corps of Engineers Washington, DC 20314-1000	ER 1140-3-1 15 May 92
	Work for Others SUPPORT TO DEFENSE DEPARTMENTS AND AGENCIES	
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DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
WASHINGTON, D.C. 20314-1000

CEMP-MD

Regulation
No. 1140-3-1

15 May 1992

Work for Others
SUPPORT TO DEFENSE DEPARTMENTS AND AGENCIES

1. **Purpose.** This regulation provides policy and guidance for U.S. Army Corps of Engineers (USACE) elements and commands performing reimbursable work for defense departments and agencies.

2. **Applicability.** This regulation applies to HQUSACE/OCE elements, major subordinate commands, districts, laboratories, and field operating activities (FOA).

3. **References.**

a. DOD Directive Number 4270.5, Military Construction Responsibilities

b. AR 10-5, Organization and Functions, Department of the Army

c. AR 10-87, Organization and Functions, Major Army Commands in the Continental United States

d. AR 25-50, Preparing and Managing Correspondence

e. AR 37-19, Financial Administration of Interservice and Interdepartmental Support Agreements

f. AR 37-49, Budgeting, Funding and Reimbursement for Base Operations Support of Army Activities

g. EFARS 7.103, Acquisition Planning, Agency-Head Responsibilities

h. ER 1-1-6, Transfer of Missions and Functions Providing and Obtaining Support Services

i. ER 5-7-1 (FR), Project Management (Advance Copy)
(Publication of this ER is expected not later than Jun 92)

j. ER 10 series, Organization and Functions

k. ER 1140-1-211, Work for Others

l. CSR 10-31, Organization and Functions

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4. Functions and Responsibilities.

a. This ER is applicable to all military functions and responsibilities which are not already assigned to USACE in CSR 10-31. When there is doubt as to whether or not a request for USACE support falls within the authority of this ER, inquiry will be made to the Director, Military Programs (see paragraph 8, below).

b. This ER is not applicable to work done for non-DOD agencies, foreign governments, or private U.S. firms; or for work done for Commanders in Chief (CINCs), other Army Major Commands, or other DOD components not in direct support of U.S. forces overseas. Work included in the above exclusions should be coordinated with the Director, Civil Works.

5. Explanation of Terms.

a. Brokering refers to project related work performed by one USACE command for another USACE command on a cost-reimbursable basis, documented by a Support Agreement.

b. Decision Memorandum is a memorandum prepared by the initiating HQUSACE element or USACE command which outlines the scope of work, the USACE role in the work, why a particular USACE command should perform the work, benefits to USACE and the agency involved, proposed project management role, acquisition and implementation strategies, and projected resource requirements (dollars and man-years of effort) identified separately for both (1) technical direct and (2) overhead (G&A).

c. Departments and agencies refer to distinct elements of the Department of Defense organization outside USACE. "Agency" when used in other definitions refers to either a department or an agency of DOD.

d. Memorandum of Agreement (MOA) is a written agreement between USACE and another agency that provides for the transfer or performance of a technical mission or function. (While a Memorandum of Understanding is synonymous, the term MOA will be used within USACE for consistency.) When the MOA doesn't address specific projects or funding, a Support Agreement will generally be prepared to supplement the MOA. (See AR 25-50, Para 2-10 and Appendix B.)

e. Missions and Functions referenced in this ER are those contained in the applicable statements of missions and functions (see AR 10-5, AR 10-87, CSR 10-31 and ER-10 series for USACE commands).

f. Reimbursable Services are those services performed for, provided to, or received from another agency, wherein repayment for all costs incurred is made by the receiving agency.

g. Support Agreement (DD Form 1144) (Appendix A) is a document which may include a narrative addendum, co-signed by USACE and the other agency, under which specific technical, administrative and/or logistical support is provided by USACE, and funds are provided by the other military agency. This form is also applicable to transfers between USACE commands. DD Form 1144 may be reproduced locally.

h. USACE Commands include all MSCs, districts, laboratories and field operating activities (FOA).

6. **Approval of MOA and Support Agreements.**

a. Except as indicated below, a USACE command may approve and execute agreements for reimbursable services which are exclusively within the command area of responsibility and resource guidance. A copy of all agreements will be furnished to CEMP-MD or CEMP-R within 7 calendar days after the effective date of the agreement or signature, whichever is earlier.

b. The Director, Military Programs will approve any agreement for reimbursable services that requires brokering. For a specific program or project, this authority may be delegated to a USACE command for centralized program/project management.

c. The Commanding General/Chief of Engineers will approve all agreements for reimbursable services involving support services, which are either beyond the Director of Military Programs area of responsibility, or where it is determined that approval and signature authority by the agency heads are appropriate.

7. **Guidance for USACE Commands.** A decision memorandum, staffed through appropriate channels, will be used to seek HQUSACE approval before making any commitment to provide reimbursable services to another agency when any one of the following conditions exists:

a. The scope of work or complexity of the proposed support requires brokering.

b. The impact on existing resources may adversely affect the performance of ongoing missions or projects.

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c. It is apparent that the scope of work includes performance of work within another USACE command geographic boundary or functional area of responsibility.

d. The scope of work requires expertise that is not readily available in the USACE command.

e. The design/construction agent responsibilities within DOD and USACE are not clearly defined.

f. The work requires international travel or will be performed for agencies overseas.

8. **HOUSACE Staff Actions.** Staff actions will be coordinated by CEMP-MD (CEMP-R for environmental programs/projects). CEMP-MD or CEMP-R will coordinate with HQUSACE elements, USACE commands, and agencies outside USACE; maintain files of executed MOA and Support Agreements; and prepare reports and answer outside inquiries on USACE activities. The only exception to the above is the Acquisition Plan, which is to be submitted in accordance with EFARS 7.103 for approval; however, with respect to the Project/Program manager's function and responsibility for execution, a copy of the Acquisition Plan shall also be submitted through project management channels, concurrently with contracting channels, to CEMP-MD or CEMP-R as appropriate.

9. **Content of Memorandum of Agreement (MOA).** MOA will follow the basic guidance in AR 25-50. Appendix B provides the format and subject matter to be included in the MOA.

10. **Project Management.** MOA will include project management policies and procedures in accordance with ER 5-7-1 (FR) (Advance Copy). Project/Program managers basic reports will integrate the acquisition planning process. All projects will be reported in the Automated Management and Progress Reporting System (AMPRS).

FOR THE COMMANDER:


MILTON HUNTER
Colonel, Corps of Engineers
Chief of Staff

2 Appendices
Appendix A - DD Form 1144
Appendix B - Sample MOA

APPENDIX A

SUPPORT AGREEMENT		1. DOCUMENT IDENTIFIER ("X" one)			
		<input checked="" type="checkbox"/> NEW	<input type="checkbox"/> REVIEW NO. _____	<input type="checkbox"/> REVISION NO. _____	<input type="checkbox"/> TERMINATION
2. SUPPLIER (Name, Office Symbol & complete address)		2a. MAJOR COMMAND CODE		2b. SUBORDINATE COMMAND CODE	
MUMFREYS ENGINEER CENTER SUPPORT ACTIVITY ATTN: CEDEC-RM KINGMAN BUILDING FORT BELVOIR, VA 22060-5500		W74RDV		N/A	
GEOGRAPHICAL AREA OR COUNTRY CODE: 51		3. PRESENT AGREEMENT NUMBER		4. TERMINATION DATE (Month and Year)	
		W74RDV-26191-003		09 92	
		3a. SUPERSEDED AGREEMENT NUMBER			
		W74RDV-20490-003			
5. RECEIVER (Name, Office Symbol & complete address)		5a. DODAAC/FEOSTRIP NUMBER			
ENGINEERING AND HOUSING SUPPORT CENTER KINGMAN BUILDING FORT BELVOIR, VA 22060-5516					
GEOGRAPHICAL AREA OR COUNTRY CODE: 51		5b. MAJOR COMMAND CODE		5c. SUBORDINATE COMMAND CODE	
		W74RDV		N/A	
4. SUPPORT AGREEMENT RESOURCE SUMMARY					
a. CATEGORY CODES	b. SUPPLIER				
	d. MAN YEARS		c. GROSS ADDITIONAL COSTS		
	MILITARY	CIVILIAN	TOTAL	NON-REIMBURSEABLE	REIMBURSEABLE
AB (AA)		15.2	592.3	592.3	
BB (AD)		1.4	78.4	63.4	15.0
AI (AE)		.8	31.4	31.4	
AD (AF)		.6	36.3	36.3	
BX (AG)		2.0	80.0	80.0	
BX (AH)		.3	16.8	16.8	
BX (AI)		.5	14.2	14.2	
AE (AJ)		1.3	55.4	10.4	45.00
BD (AK)			43.8	43.8	
AC (AL)		4.8	216.3		216.3
AC (AM)		.5	29.6	29.6	
AQ (BA)					
SY (BB)					
SY (BC)					
AY (BD)					
BT (CA)			664.2		664.2
AL (CB)			20.4		20.4
BO (CC)			11.7		11.7
TOTAL		26.4	1,890.8	918.2	972.6
6d. RECEIVER DATA (When applicable, provide similar data required in blocks 6a, b and c)					
7. SAVINGS ACCRUED/COSTS INCURRED/MAN YEARS SAVED/EXPENDED TO FEDERAL GOVERNMENT					
7a. SAVINGS		7b. COSTS		7c. MAN YEARS SAVED	
FY: _____		FY: _____		FY: _____	
8. FUNDING AND REIMBURSEMENT ARRANGEMENT (Include all details concerning billing/reimbursement procedures, funding institutions, and the appropriate "billing/submit thru" addresses. Also list those references which specifically apply to the type of organization being supported.)					
<p>ALL REIMBURSABLE COSTS AS REFLECTED ABOVE SHOULD BE SUPPORTED BY A DD FORM 44. REQUESTS FOR SERVICES UNDER CATEGORY CODE ITEMS BA THROUGH BD WILL REQUIRE A SEPARATE DD FORM 448 AS SERVICES ARE REQUESTED. A DD FORM 448 WILL ALSO BE FURNISHED FOR ANY PROCUREMENT TYPE ACTION THAT IS REQUESTED OF THE LIBRARY FOR THE VALUE OF THE PURCHASE ITEMS (I.E., BOOKS, JOURNALS, ETC.) ONLY. ALL REIMBURSABLE COSTS INCURRED WILL BE BILLED AGAINST THE APPLICABLE DD FORM 448 BY CEDEC-RM-F USING STANDARD FORM 1080.</p> <p>(1) NOTE: 6(a) CATEGORY CODES HECSA CODES IN BRACKETS, 1ST COLUMN REFLECTS MANUAL.</p>					

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9. GENERAL PROVISIONS (Complete blank spaces): The following general provisions, as set forth in Chapter III, DOD 4000.19-M, apply to this agreement unless otherwise specified in "Remarks" block below:

- The Receiving Activity will provide the Supplying Activity projections of support required to accomplish its mission. Significant changes in the Receiving Activity function, mission or support requirements will be submitted by the Receiving Activity in a manner that will permit timely modification of resource requirements.
- It is the responsibility of each agency providing support under this agreement to bring any required or requested change in support to the attention of CENEC-RN-M prior to providing/reducing unilaterally such additional/reduced support.
- Activities providing reimbursable support in this agreement will submit a monthly statement of costs to CENEC-RN-M for preparation of billing document, SF 1080.
- Manpower required in support of this agreement which is subject to return to the lending activity upon termination of the agreement: NONE (Enter number or if no manpower is required, enter "None").
- All rates expressing the unit cost of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as Congressional legislation, DOD directives, commercial utility rate increases, etc. The receiver will be notified immediately of such rate changes.
- This agreement will be reviewed biennially at least 120 days prior to the anniversary date. It may be revised at any time upon the mutual consent in writing of the parties concerned.
- This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.
- In case of mobilization or other emergency, this agreement will remain in force within supplier's capabilities, subject to normal cancellation provisions and will be subject to review at that time. This agreement will not be terminated if such action impairs the combat mission of the receiving activity as determined by higher headquarters.

10. REMARKS

CATEGORY CODE TITLES ARE AS FOLLOWS:

- AA - RESOURCE MANAGEMENT
- AB - CONTRACTING
- AC - SUPPLY
- AD - SAFETY
- AE - SECURITY
- AF - COUNSEL
- AG - LIBRARY
- AH - LOGISTICS MANAGEMENT
- AI - TRAVEL
- AJ - MAILROOM
- AK - MISCELLANEOUS
- AL - CIVILIAN PERSONNEL
- AM - EQUAL EMPLOYMENT
- BA - MOTOR POOL
- BB - PHOTOGRAPHY
- BC - ILLUSTRATOR
- BD - CONFERENCE AND TRAINING CENTER
- CA - BUILDING RENT
- CB - NEC HEALTH UNIT
- CC - NEC PHYSICAL FITNESS CENTER

DEFINITIONS FOR EACH CATEGORY CODE ARE ATTACHED.

ITEMS BA THROUGH BD DO NOT REFLECT DOLLAR VALUE, BUT ARE SHOWN ONLY TO INFORM TENANTS THAT SERVICES ARE AVAILABLE.

IF SERVICES NOT COVERED UNDER THIS AGREEMENT ARE REQUIRED AT SOME LATER DATE, PLEASE MAKE INQUIRIES BY MEMORANDUM THROUGH CENEC-RN TO CENEC-RN-M.

11. COMPTROLLER CONCURRENCE (Supplier Signature & Date) <i>Charles R. Sargent</i> 27 Sept 91 CHARLES R. SARGENT, CHIEF, RND		12. COMPTROLLER CONCURRENCE (Receiver Signature & Date) <i>Ann Antle</i> 15 Oct 91	
13. TYPED NAME AND ORGANIZATION OF SUPPLIER APPROVING AUTHORITY JOHN J. SHINN, JR., DIRECTOR, NECSA		13a. SIGNATURE <i>John J. Shinn, Jr.</i>	13b. DATE 27 Sept 91
14. TYPED NAME AND ORGANIZATION OF RECEIVER APPROVING AUTHORITY CHARLES R. SARGENT, Acting Resident Member		14a. SIGNATURE <i>A. Inote Emman</i>	14b. DATE 10/15/91

U.S. Government Printing Office: 1979-508-962/633

APPENDIX B

MEMORANDUM OF AGREEMENT
BETWEEN

AND
THE U.S. ARMY CORPS OF ENGINEERS

SUBJECT: _____

1. PURPOSE AND AUTHORITY.
2. SCOPE.
3. INTERAGENCY COMMUNICATIONS.
4. DEFINITIONS.
5. RESPONSIBILITIES.
 - a. Agency responsibilities include:
 - b. USACE responsibilities include:
6. FUNDING. (Terms included in MOA and/or in separate Support agreements)
7. APPLICABLE LAWS AND REGULATIONS.
8. RECORDS AND REPORTS. (Include samples in appendix)
9. CLAIMS AND DISPUTES.
10. PUBLIC INFORMATION.
11. EFFECTIVE DATE, AMENDMENT AND TERMINATION.

SIGNATURE BLOCK

SIGNATURE BLOCK

APPENDICES: