



DEPARTMENT OF THE NAVY
NAVAL TRAINING CENTER
GREAT LAKES, ILLINOIS 60088-5000

NTCGLAKESINST 7050.1
02
19 August 1991

NTC GREAT LAKES INSTRUCTION 7050.1

From: Commander, Naval Training Center, Great Lakes

Subj: HOST-TENANT AND OTHER SUPPORT AGREEMENTS

Ref: (a) NAVCOMPT Manual, Vol. 7
(b) CNTECHTRAINST 7050.1C
(c) Defense Regional Interservice Support (DRIS)
Regulation DOD 4000.19R
(d) CNETINST 4000.3
(e) SECNAVINST 7020.4C

Encl: (1) Policy concerning support agreements
(2) Action Responsibilities for support agreements

1. Purpose. To provide guidance for Naval Training Center (NTC) staff, departments and offices in managing Host-Tenant and Supplier-Receiver relationships throughout the various phases of negotiation, execution processing, review of existing provisions and other on-going maintenance.

2. Cancellation. NTSGLAKESINST 7050.1. This instruction has been substantially revised and should be reviewed in its entirety.

3. Background. Support agreements are used to specifically designate the support responsibilities of the parties contracting a mutually agreed upon relationship whether Host-Tenant or Supplier-Receiver. It is essential that negotiated agreements be carefully formulated, worded and in the proper standard format to effectively limit the type/amount of support to be provided or received and to provide for budgetary comparisons on an equal basis. Once executed, support agreements govern the continually evolving reciprocal relationship including periodic review, resolution of support problem areas and recoupment of identified reimbursable costs from activities receiving/purchasing such support services.

4. Scope. Support agreement management covers a broad spectrum of NTC departments and offices. Detailed procedures pursuant to support agreement management policy (enclosure (1) and action (enclosure (2)) have been prepared for familiarization of NTC staff, departments and offices.

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5. Forms. The governing format for preparation of Interservice Support Agreements and Intraservice Support Agreements is DD 1144 (Rev. 4-78). Charters, Memorandas of Understanding, operating agreements and other types of support agreements have no standard format for use. DD 1144 Form may be obtained through normal supply channels.



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POLICY CONCERNING SUPPORT AGREEMENTS

1. Intraservice and Interservice Support Agreements are required when support is being provided on a continuing basis. For a Host-Tenant relationship, they should be prepared to document all support provided a tenant physically located within NTC facilities and/or grounds for periods of time projected to exceed one year or more. For a Supplier-Receiver relationship, they should be prepared when support of non-tenant activities, commands and other organizational entities is considered continuing and significant. Documented costs to be used in support agreements should be significant which is defined in reference (a) as identifiable, exceeding \$100 a quarter and capable of determination without undue administrative or fiscal difficulties.

2. Other agreement forms are used when it is not considered advisable to prepare and execute formal support agreements. The Staff Civil Engineer (SCE) can unilaterally prepare real estate leases and licenses for specific periods of time when these provisions are sufficient by themselves to govern and there are no additional projected significant costs to Host. The Comptroller Department can prepare Memorandums of Understanding for tenants projected to occupy Host facilities and/or grounds for a year or less, for private organizations unable to execute a formal support agreement, for onetime transfer of duties and functions, for operation of Host educational programs and for other Supplier-Receiver agreed upon onetime designated services. Charters can be issued for organizations whose purpose and projected use of Host facilities and/or grounds will be sporadic and negligible. Upon issuance of real estate leases and licenses to banks, credit unions and other financial institutions, operating agreements should be prepared and executed detailing the reciprocal services and support of the Host-Tenant relationship.

3. Support agreements are not required between the various component commands and activities (some of which are recognized cost centers) of NTC since the training and support missions of these commands/activities are under the purview and control of Commander, NTC. Reference (b) specifically exempts support agreements applicable to civilian personnel and equal employment opportunity services from such management and control. The applicable Consolidated Civilian Personnel Office (CCPO) is designated to negotiate, prepare and execute Memorandums of Understanding covering civilian personnel and equal opportunity services provided to satisfy receiving activity civilian personnel requirements.

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4. References (b) through (e) pertain to instructions covering the preparation and processing of Interservice and Intraservice Support Agreements ensuring that these support agreements are clearly drafted in sufficient detail to prevent misunderstandings concerning services rendered and funding responsibilities. These references also provide instructions for the preparation and processing of Memorandums of Understanding and other pertinent agreements. Support agreements have terms of duration to be mutually negotiated. Those support agreements expected to have terms exceeding six years are allowed to use "INDEFINITE" as the termination date. Revisions may be executed extending the termination date for specific periods of time at the request of either party.

5. Annual updates of cost factors may be prepared for budgetary purposes if requested by either Host/Supplier or Tenant/Receiver. Support agreements which have terms extending beyond three years (including indefinite designation) will be reviewed triennially at least 120 days before the agreement anniversary date. Revisions resulting from triennial reviews or out-of-cycle reviews will be processed for execution similar to original support agreements. Support provided through support agreements will not be unilaterally changed, reduced or terminated without notification of Tenant/Receiver. Any changes in support resulting from reduced availability of resources shall be equitably apportioned to all recipients of such support.

6. Reviews of support agreements with definite terms of duration shall be initiated at least 120 days before the agreement termination date. When it is mutually agreed to continue in a Host-Tenant or Supplier-Receiver relationship, a replacement support agreement will be prepared and processed in a manner similar to the original agreement. Tenant-Receiver is responsible for notifying Host-Supplier if a support agreement is to be terminated during its term or not to be renewed.

7. Proposed new/revised/replacement support agreements requiring funding changes must be processed by the Comptroller Department in a timely manner to be received by Chief of Naval Technical Training (CNTECHTRA) not later than 120 days prior to the date of commencing support or 120 days prior to the agreement's expiration date. These dates of submission are specified in reference (b). NTC

cannot concur in those support agreements involving payment for services previously provided on a reimbursable basis or previously obtained on a non-reimbursable basis unless CNTECHTRA approval is received. (In most cases a functional transfer of budget base will be negotiated between Chief of Naval Education and Training (CNET) and other appropriate major claimant or CNTECHTRA will negotiate the same with another CNET functional command.) If NTC is the gaining activity, it is their responsibility to initiate action on a proposed functional transfer.

8. All support determined to emanate from a Host-Tenant or Supplier-Receiver relationship should be classified by applicable DRIS cost category code (reference (c)) and its status as being reimbursable, non-reimbursable or common service (reference (a)). Support agreements prepared as a result of this classification process will document all costs that are identifiable and significant. Other costs will be absorbed by the Host-Supplier when determined to be common service, less than \$100 a quarter and difficult to segregate and accumulate. Identifiable and significant costs will be determined as reimbursable or non-reimbursable according to criteria of reference (a) and specified as such in the prepared Intraservice or Interservice Support Agreement.

9. When both parties to a support agreement are CNET field activities, the Host-Supplier CNET activity assumes all support for recurring, identifiable and significant costs on a non-reimbursable basis and budgets/funds for the support as detailed by reference (b). One time, nonrecurring support services, when identifiable and significant, are provided by the Host-Supplier CNET activity on a reimbursable basis. The Tenant-Receiver CNET activity has the responsibility to budget/fund for these costs.

ACTION RESPONSIBILITIES FOR SUPPORT AGREEMENTS

1. The Comptroller Department, is responsible for:

a. Negotiation of agreed upon provisions for Host-Tenant and Supplier-Receiver support agreements, Memorandas of Understanding, charters, operating agreements and other types of support agreements where NTC is a party.

b. Preparation of draft support agreements (listed in paragraph 1.a. above) where NTC is a party and coordination of same for concurrence and comments.

c. Preparation of finalized support agreements (listed in paragraph 1.a. above) where NTC is a party and submission to CNTECHTRA for review and approval.

d. Evaluation of CNTECHTRA response, revision of original agreement when necessary, and submission of final support agreement through Commander, NTC, to Tenant activity for execution.

e. Review of those support agreements submitted by other Host-Supplier activities where NTC is the Tenant-Receiver and coordination for concurrence and comments. Submission to CNTECHTRA for approval followed by forwarding to Commander, NTC, for execution.

f. Review of other support agreements submitted by other subordinate commands like Recruit Training Command (RTC), Service School Command (SSC) and Personnel Support Activity (PSA). Provide comments for necessary changes to subordinate commands or submit to CNTECHTRA for approval.

g. Maintenance of support agreement files (listed in paragraph 1.a. above), where NTC is a party, to include periodic review, determination of necessary revisions, processing of revisions for approval/execution, preparation of replacement agreements, processing of replacements for approval/execution and ensuring proper distribution of finalized agreements.

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h. Liaison between Host-Supplier and Tenant-Receiver to determine support problems and to attempt resolution by contracting appropriate NTC staff office or department for possible corrective action.

i. Liaison between Host-Supplier offices and departments and CNTECHTRA, Public Works Center (PWC), other commands and activities to provide requisite information to resolve support problems and to answer special support studies.

2. The NTC SCE is responsible for:

a. Review of those support agreements (new/revisions/replacements) submitted by Comptroller Department, and concerning categories of support, computed costs and space assignment data.

b. Monitoring the execution of individual support agreements ensuring Tenant-Receiver activities are provided adequate base support services and proper maintenance of assigned facilities and grounds.

c. Responding to Tenant-Receiver requests for service concerning base support and facilities repairs and, if beyond local capability, to correct the situation by contacting the appropriate PWC department to arrange for necessary maintenance and repairs.

d. Liaison between NTC, NAVFACENCOM, PWC and other component commands concerning base support problems and space utilization questions.

3. NTC Directors and Departments are responsible for:

a. Review of support agreements (new/revisions/replacements) submitted by Comptroller Department which affect their activity and make comments concerning computed costs.

b. Ensuring that Tenant-Receiver activities of NTC are provided adequate base support for cost categories within the purview of the respective department and responding expeditiously to support problems as they become evident.

c. Notification of the Comptroller Department when determination has been made that a recurring and on-going service being provided to a non-NTC activity should be covered by a support agreement.

4. The Commander, NTC is responsible for:

a. Resolution of base support agreements between offices/activities/component commands of NTC, and between activities/commands located on the Great Lakes Complex.

b. Review and approval of those support/operating agreements applicable complex-wide application involving component commands of NTC and other activities/commands located therein.

5. The Chief of Staff, is responsible for:

a. Review of forwarded base support coordination problems, where an executed agreement exists, between offices/activities/component commands of NTC and other activities/commands located on the Great Lakes Complex.

b. Review and problem resolution of operating agreements with banks, credit unions and other financial institutions. Coordination with respective institutions concerning financial problem resolution.