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CNICINST 4000.1B
N8
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CNIC INSTRUCTION 4000.1B

From: Commander, Navy Installations Command

Subj: CNIC SUPPORT AGREEMENT PROGRAM

Ref: (a) DoD Instruction 4000.19 of 9 Aug 95
(b) OPNAVINST 4000.84B
(c) NAVSO P-1000
(d) DoD 7000.14-R of Oct 2011
(e) SECNAV M-5216.5
(f) UFC 2-000-05N, Facility Planning for Navy and Marine Corps Shore Installations
(g) SECNAVINST 11011.47B
(h) SECDEF Memo, Transforming Through Base Realignment and Closure (BRAC) 2005 - Joint Basing of 22 Jan 2008 (NOTAL)
(i) SECNAVINST 7000.27A
(j) NAVFAC P-73

1. Purpose. To publish policies and procedures for effective and efficient management of the Commander, Navy Installations Command (CNIC) Support Agreement (SA) Program, in accordance with references (a) through (e).

2. Cancellation. This instruction supersedes CNICINST 4000.1A of 1 Mar 2011 and should be read in its entirety.

3. Background

a. SAs are appropriate, when authorized by references (a) through (e), when the head of a requesting activity determines that it would be in the best interest of that entity, and when the head of the servicing activity determines that capability exists to provide support without jeopardizing its assigned mission.

b. CNIC uses three types of SAs to formally document unique relationships and/or support service arrangements between two or more organizations within the CNIC enterprise and with other

organizations. In this instruction, SA refers to Inter- and Intra-service Support Agreement (ISA), Memorandum of Agreement (MOA), and Memorandum of Understanding (MOU). Important definitions of each type of agreement and other terminology can be found on CNIC Gateway 2.0 (G2) on the Fiscal Policy and Performance Management (N80) team site, in "Definition of Terms and Acronyms," and should be reviewed as you read this instruction.

4. Policy

a. General

(1) CNIC has mission responsibility to provide common-service support functions at established common output level standards (COLS). Common-service support is non-reimbursable and need not be documented with an SA. When a receiver requires work or services not within CNIC's common-service mission or that is above established COLS, CNIC will charge for such support provided it is significant, identifiable, and directly attributable to the receiver. This cross-service or unique-service support is reimbursable and requires an SA. Definitions of significant costs, cross-service and unique-service can be found in "DEFINITIONS OF TERMS" on the N80 Support Agreement Management Office (SAMO) team site on G2, at:

<https://g2.cnic.navy.mil/tscnichq/N8/N80/SAMO/Shared%20Documents/Policy>.

(a) When a Navy appropriated fund activity requires service above current COLS, it must submit an official waiver request to CNIC using a specific format. The N80 team site on G2 provides a "Sample Common Output Level Waiver Request" at: <https://g2.cnic.navy.mil/tscnichq/N8/N80/SAMO/Shared%20Documents/Policy>

(b) The CNIC N80 SAMO will coordinate the waiver with the appropriate CNIC N-code Director or Special Assistant and obtain CNIC approval. The SAMO will inform the region Support Agreement Manager (RSAM) upon approval or disapproval.

(c) SAs not conforming to the requirements of this instruction shall be revised during the annual or triennial administrative review.

(d) All CNIC SAs will be developed in accordance with this instruction and with applicable region instructions and policies.

(e) Cross-service or unique-service support may include core CNIC and region Command & Staff service(s). Requests for these services shall be submitted via the appropriate chain of command (installation to region) to CNIC, using an official waiver request (see sample on the N80 G2 team site) in order to determine if the capability exists or is authorized to provide support without jeopardizing assigned mission. See definition for Command & Staff in "DEFINITIONS OF TERMS" on the N80 SAMO team site on G2.

(f) Requests for services provided by other suppliers (e.g., warehousing from Naval Supply Systems Command (NAVSUP), vehicles from Naval Facilities and Engineering Command (NAVFAC), etc.) shall be directed to the appropriate service provider.

(2) Overarching SAs (i.e., MOAs or MOUs) shall be generated at the CNIC (echelon II) level when the same services are provided to individual receivers by multiple regions, and only when the delivery of those services is standardized across the enterprise or in support of a functional or budget base transfer. Region SAs will be generated to "supplement" the CNIC overarching SA (ISA, MOA, or MOU), and will document unique support requested by the receiver and provide other relevant information concerning the services to be provided.

(3) Base operating support (BOS) SAs for solely non-reimbursable support are permitted only when directed by higher authority.

(4) SAs shall not exceed a maximum period of six years; "indefinite" expiration dates are prohibited. Expired SAs shall be renegotiated or rewritten as required.

(5) Reimbursement will be made or received via the appropriate fund transfer instrument as determined by CNIC Comptroller (N8) and stored with the SA.

(6) The supplier shall immediately notify existing receivers in writing of new requirements that affect

reimbursable support, and may negotiate reimbursements and/or a change in COLs as necessary.

(7) In the case of a functional transfer, CNIC or the region (whichever is appropriate) shall notify receivers in writing to budget for all reimbursable support previously provided at no cost (i.e., telephones, cell phones, copiers, etc.). Functional transfer notifications should take place approximately 12 to 15 months prior to the start of the budget year in which reimbursement is sought.

(8) Navy Working Capital Fund activities will reimburse for the full costs of BOS services directly attributed to support their mission's products and services per reference (c), when they are the receivers.

(9) CNIC activities shall not accept reimbursable funding documents - that is, shall not act as a pass-through - for other suppliers' services.

(10) The RSAM shall coordinate with the local NAVFAC to verify space allocation and Maintenance Unit Identification Code responsibilities as cited in Navy Facilities Asset Data Store (iNFADS) and/or appropriate real estate user agreements and real estate leases or licenses, to ensure services, materials, manpower, and funding are correctly captured and executed for the responsible receiver (i.e., tenant) and supplier. Specific reimbursable real estate policies and systems management are outlined in references (c), (f), and (g).

(11) Activities affected by joint basing shall develop and implement required SAs in accordance with reference (h). At joint bases and joint regions owned by the Navy, supported Department of Defense (DoD) components shall complete a Budget Base Transfer (BBT) in lieu of recurring BOS reimbursements. While the BBT is in process, the component will provide reimbursement funds via a Military Inter-departmental Purchase Request (MIPR) (DD Form 448) document to the joint base or joint region.

(12) The Support Agreement Data Application (SADA) is the mandatory enterprise tool for SA development, management, and storage of agreements established under the authority of references (a) through (e) when CNIC HQ, region or installation

is the lead stakeholder or supplier. Other command formats may be used when they are the lead stakeholder or supplier and shall be uploaded to the "Other Agreement" module in SADA.

(a) This tool provides standard provisions, terms, conditions, clauses, and other appropriate language approved for use by all CNIC activities.

(b) If a customer, partner, or other entity entering into a SA with a CNIC activity refuses to accept the SADA terms, conditions, or format, and insists on non-conforming alternate language or format, the CNIC activity will contact SAMO for guidance. This requirement does not apply to "Other Agreements" as described in section 4(f) of this instruction that are based on legal authority independent and separate from references (a) through (e).

(c) Guidance for SADA access is available on the CNIC G2 N80 SAMO page.

(13) The CNIC Standardized Catalogue of Services shall be used for SAs (located on the CNIC G2 N80 SAMO page, <https://g2.cnic.navy.mil/tscnichq/N8/N80/SAMO>). Each region may develop its catalogue of services based on the CNIC template. As a courtesy to prospective receivers, catalogues may include services provided by other suppliers.

(14) CNIC activities should contact the CNIC N80 SAMO and the CNIC Strategy and Future Requirements Office (N5) to request clarification or guidance and/or to resolve conflicts and disagreements related to SAs. When specific support arrangements cannot be resolved, the RSAM shall forward the conflict or issue (together with all pertinent data and facts), to the CNIC N80 SAMO via the Region Commander (REGCOM) for processing and resolution. If possible, SAs will continue to be prepared and processed omitting the specific conflict or issue. Once resolved, CNIC N80 SAMO will advise as to how the service support category or function will be added to the SA (e.g., as an amendment or a new agreement).

(15) For the "SA Termination Template and Guidance" go to the N80 SAMO team site on G2 at: <https://g2.cnic.navy.mil/tscnichq/N8/N80/SAMO/Shared%20Documents/Policy>.

b. Inter- and Intra-service Support Agreement (ISA, DD Form 1144)

(1) ISAs define specific areas of recurring reimbursable support, the purpose for reimbursement (i.e., special interest code (SIC) functional categories), billing and reimbursement process, and other terms and conditions of agreement between appropriated and/or working capital fund activities.

(2) An ISA may have multiple receivers, but is limited to one supplier in accordance reference (a).

(3) Use a single ISA for the same receiver (i.e., NAVFAC) to document services at multiple locations within the region. Use annexes to identify significant differences at each location. Document the costing methodology to quantify estimated reimbursable expenses, and include it in the ISA.

(4) Costs for any given service must be for a one-year period and correspond to a fiscal year.

(5) Supporting documentation will be maintained by the SAMO and RSAM for the life of the agreement.

(6) The parties to the ISA shall communicate with each other regarding ISA modification or termination by submitting written bilateral modification and/or termination requests in accordance with references (a) or (b). If a receiver must terminate or significantly modify the ISA during a fiscal year or prior to the expiration date, the receiver is responsible for any unavoidable termination or re-procurement costs.

(7) An ISA is mandatory when:

(a) A customer receives recurring reimbursable service support from CNIC HQ, regions, or installations.

(b) A DoD component provides and receives recurring reimbursable service support to and from CNIC HQ, regions, or installations.

(c) Directed by specific DoD or Federal Activity program policy.

(8) ISAs shall be reviewed:

(a) Annually - a financial review of the costing methodology and reimbursable amounts by the responsible N-Code or Special Assistant subject matter expert.

(b) Triennially - reviewed in its entirety from the effective date by CNIC N80 SAMO for CNIC Headquarters (HQ) ISAs and RSAM for region ISAs. The CNIC N80 SAMO and/or RSAM will coordinate with CNIC, CNIC N8, N-code or Special Assistant, REGCOM, Region N8, Office of General Counsel (OGC) or Force Judge Advocate (FJA), and customers as appropriate.

c. Memorandum of Agreement (MOA)/Memorandum of Understanding (MOU)

(1) MOAs define general areas of conditional agreement between two or more parties (see the definition of MOA in "DEFINITIONS OF TERMS" on the N80 G2 SAMO team site. MOAs shall be used to document non-recurring reimbursable services with one-time costs or costs that are processed within the same fiscal year.

(2) MOUs define general areas of understanding between two or more parties. However, what each party does is not dependent on what the other party does (see the definition of MOA in "DEFINITIONS OF TERMS" on the N80 SAMO team site. MOUs are not used to document agreements with funding requirements.

(3) When feasible, CNIC and regions shall use a single MOA or MOU to document like support services across multiple installations or for multiple receivers.

(4) MOAs and MOUs shall not be used to take the place of or "reiterate" an existing instruction or policy, except when directed by specific DoD or Federal Activity program policy. If similar MOAs or MOUs exist for multiple activities, the region or installation shall prepare an instruction or policy letter in lieu of the MOA or MOU.

(5) Echelon I, II, or III overarching MOAs that identify responsibilities for a region or installation to provide

recurring reimbursable support shall be supplemented with an ISA, and the overarching MOA shall be listed as a reference.

(6) MOAs with one-time reimbursement will have a one-year expiration date.

(7) A MOA is required to document the details of a functional transfer and/or BBT (NC-4). Functional transfers and BBTs typically have a two-year lead until the appropriation act containing the transfer is enacted into law. Therefore, fund adjustments necessitated by the transfer should be handled on a reimbursable basis and details outlined in a MOA.

(8) MOAs and MOUs shall be reviewed as documented within the agreement, but the review shall not exceed three years from the effective date.

d. Review and Approval

(1) CNIC Agreements and CNIC Approved Agreements

(a) CNIC HQ Comptroller (N8) must review and sign all SAs required to be submitted to CNIC for signature or approval. The CNIC HQ N8 is authorized sole signatory authority on Assistant Secretary of the Navy (Office of Financial Operations) (ASN(FMO)) standard agreements where Budget Submitting Office (BSO) Comptrollers must sign by direction. This authority extends to administrative correspondence of a routine nature (including support agreements) to carry out well established policies for financial responsibilities per reference (i).

(b) CNIC HQ OGC or FJA staff shall review all SAs before submitting to CNIC for signature or approval.

(2) Region Agreements. SAs involving activities assigned under the REGCOM or other echelon III or echelon IV commands require final approval by the REGCOM, who may delegate his or her signature authority to no lower than the Executive Director (ED) or Chief of Staff (COS).

(a) The Region Financial Manager (N8) must review and sign all SAs required to be submitted to REGCOMs for signature or approval.

(b) The region OGC or Staff Judge Advocate office(s) shall review all SAs before submitting to the REGCOM for final approval.

e. Signature Authority

(1) CNIC

(a) DoD High Echelon SAs. CNIC has the sole authority to sign an SA or similar document between CNIC (and on behalf of any subordinate CNIC command) and a Navy echelon I or II command or activity, or with any Army or Air Force major command, or major defense agencies in DoD. (See "DEFINITION OF TERMS" on the N80 G2 SAMO team site.) The only exception is when a region is in a host-tenant relationship and as a supplier is required to enter into a SA (ISA, MOA, MOU) on behalf of its installations. The region will route the draft agreement via CNIC SAMO for informational purposes prior to execution. CNIC has full authority to revise, negotiate, and determine signature based upon content of draft.

(b) Federal Civilian Agency High Level SAs. CNIC has the sole authority to sign an SA or similar document between CNIC (and on behalf of any subordinate CNIC command) and a federal civilian agency at a high level. Examples of civilian agency high level SAs would include those with the Director of Environmental Protection Agency, Director of Bureau of Land Management, and Director of Fish and Wildlife Service. See definitions in "DEFINITIONS OF TERMS" at the N80 G2 team site. The CNIC OGC is responsible for providing advice and assistance in determining whether the civilian organization in question is a high level agency.

(c) State Government High Level SAs. CNIC has the sole authority to sign an SA or similar document between CNIC (and on behalf of any subordinate CNIC command) and a state government at a high level. Examples of state high level SAs would include those with the Governor or Lieutenant Governor. See definitions in "DEFINITIONS OF TERMS" at the N80 G2 team site. The CNIC OGC is responsible for providing advice and assistance in determining whether the state organization in question is a high level agency.

(d) International SAs. SAs on the international stage may rise to the level of international agreements. In that event, regions will ensure that the matter is coordinated through the proper Navy Component Command, the DoD Combatant Command, and the Department of State via the specific United States Embassy in question prior to entering into an agreement.

(e) CNIC may delegate his or her signature authority, but no lower than the ED or Chief of Staff. The CNIC Comptroller may sign those SAs described in sections 4d(1)(a), 4e(1)(f), 5a(3) and 6a(1) per reference (i).

(2) REGCOMs

(a) DoD Lower Echelon SAs. Regions shall sign SAs for common-service or cross-service support in accordance with references (a) through (e) for Navy echelon III commands and below and equivalent subordinate commands of a department or agency within DoD. SAs involving activities assigned under the REGCOM or other echelon III or echelon IV commands require final approval by the REGCOM, who may delegate his or her signature authority, but no lower than the ED or COS.

(b) Federal Civilian Agency Lower Level SAs. Regions may sign a SA or similar document with federal agency offices or bureaus at the region or local level.

(c) State Agency Lower Level SAs. Regions may sign a SA or similar document with individual state agencies, subordinate, regional, county, municipal, and branch offices with authority and jurisdiction confined to local programs.

(d) Private Parties and Organizations. Regions may sign SAs (MOAs or MOUs) or similar documents with private sector entities subject to the authority and guidance of references (a) through (e). Private entities are generally required to pay full costs for all services provided. Reference (c) provides additional information regarding private parties.

(e) Special Authority Situations. In any situation where a federal statute, provision of the Federal Code of Regulations, international treaty, or other prevailing federal law specifically requires the signature of the REGCOM, Installation Commanding Officers (COs), or other designated

official in the CNIC enterprise, the MOA will be signed in conformity and in compliance with the operative law without the need for general or special delegation. Regions will provide to CNIC proper notice, background information, legal authority, and rationale for the proposed SA, not less than 60 calendar days prior to the proposed date of signing the SA.

(3) Installations and subordinate CNIC echelons

(a) Installations. Installation COs are prohibited from entering into any SA.

(b) Subordinate echelon commands. All other commands and activities below the region level within the CNIC enterprise are prohibited from entering into any SA.

(4) N-codes and Special Assistants

(a) CNIC N-codes and Special Assistants do not have signatory authority for SAs except as identified in paragraphs 4d(1)(a), 4e(1)(f), 5a(3) and 6a(1).

(b) N-codes and Special Assistants do not have final signature authority for SAs.

(c) Exception: MOAs and MOUs that document internal delivery of goods or services between programs within CNIC or regions may be signed by N-codes and Special Assistants. Examples include:

1. A Uniform and Funding Management (UFM) agreement between CNIC Fleet and Family Readiness (N9) and Morale Welfare and Recreation (MWR) agreeing to process non-appropriated funds.

2. An agreement between CNIC N9 Housing and MWR to process non-appropriated funds for Navy Gateway Inns and Suites.

(5) Coordination with SAMO. Any region or other CNIC command or activity that is unable to determine the proper signatory authority relating to a particular SA should seek guidance from CNIC HQ N8 SAMO.

f. Other Agreements

(1) The following types of agreements (not inclusive) shall not be used in lieu of an ISA, MOA, or MOU in order to circumvent the requirements of this Instruction:

- (a) Mutual Aid Agreements;
- (b) Operating Agreements;
- (c) Letters of Agreement/Understanding;
- (d) Service Level Agreements;
- (e) Non-Appropriated Fund Agreements;
- (f) Uniform Funding and Management; and
- (g) Foreign Military Sales (FMS) Case Agreements.

(2) The SADA tool, and its standards and format, must be used unless the non-conforming terms and conditions of the "Other Agreement" is authorized or mandated by federal or international law, issued by a Navy echelon II or higher authority or analogous DoD or civilian agency, or by a foreign sovereign authority having jurisdiction over the matter.

(3) If any CNIC activity attempts to negotiate an agreement that properly meets the definition of MOA, MOU, or ISA, and, notwithstanding the clear requirement to use SADA, the negotiating customer or partner entity insists on a non-conforming format or non-conforming terms and conditions, the CNIC activity shall contact SAMO for guidance.

(4) HQ and regions shall use the CNIC SADA category "Other Agreements" to store and track non-SA agreements. Prior consultation and advance coordination of upload with CNIC N80 SAMO or RSAM is strongly encouraged.

5. Responsibilities

- a. CNIC N8 Comptroller is responsible for:

(1) Establishing policy and ensuring the CNIC SA Program is implemented in accordance with this instruction and references herein.

(2) Providing assistance to CNIC N-codes and Special Assistants in developing costing methodology for reimbursable support services.

(3) The CNIC Comptroller (N8) is authorized sole signatory authority on ASN(FMO) standard agreements where BSO Comptrollers must sign by direction. This authority extends to administrative correspondence of a routine nature (including SAs) to carry out well established policies for financial responsibilities per reference (i).

b. CNIC N80 SAMO is responsible for:

(1) Managing and maintaining oversight of the CNIC SA program. Serving as primary point of contact (POC) for all SA program related issues and interfacing directly with the RSAMs and their chain of command on SA issues.

(2) Making SA training available to CNIC N-codes, Special Assistants and RSAMs.

c. CNIC N-codes and Special Assistants are responsible for ensuring their respective department has a designated SA representative and participates in SA training provided by CNIC N80 SAMO.

d. REGCOMs are responsible for ensuring local policy and procedures for generating and managing SAs do not conflict with this instruction.

e. Installation COs are responsible for coordinating all SAs with the RSAM, reviewing and forwarding all SAs to the REGCOM for signature via the RSAM, and maintaining local file copies.

f. A complete list of responsibilities organized in a matrix format is in the "SA Responsibilities Matrix" on the N80 SAMO team site on G2 at:
<https://g2.cnic.navy.mil/tscnichq/N8/N80/SAMO/Shared%20Documents/Policy>.

6. Action

a. CNIC N8 Comptroller shall:

(1) Review and sign CNIC HQ SAs before submitting for final signature by CNIC. The CNIC Comptroller may sign those SAs described in paragraphs 4d(1)(a), 4e(1)(f), 5a(3) and 6a(1) per reference (i). He or she may designate Comptroller review authority for all CNIC (i.e., echelon II level) SAs to the CNIC N8 Deputy Comptroller.

(2) Ensure reimbursables are collected and funding documents received are recorded with an SA number.

b. CNIC N80 SAMO shall:

(1) Conduct a quality control program review of region SA programs on a triennial basis.

(2) Develop, publish, and annually review the CNIC Standardized Catalogue of Service template with CNIC N-codes and Special Assistants.

(3) Ensure current and standard SA templates are available on the CNIC G2 N80 SAMO page at:
<https://g2.cnic.navy.mil/tscnichq/N8/N80/SAMO>.

c. CNIC N-codes and Special Assistants shall:

(1) Draft all CNIC-level SAs for assigned programs and coordinate processing through the CNIC N80 SAMO.

(2) Work with the CNIC N8 to generate costing methodology for SAs to collect for reimbursable BOS service, cross-service, and unique-service support.

(3) Coordinate with CNIC N80 SAMO to develop, publish, and review the CNIC Standardized Catalogue of Service. Verify that support categories listed are accurate and correctly identified for assigned programs as either "reimbursable or non-reimbursable."

d. REGCOMs shall designate an RSAM who will be responsible for the management of the region SA program.

e. Region N8 Financial Manager shall:

(1) Review and sign all SAs before submitting to the REGCOM or CNIC Commander for final signature approval. Ensure the region SA program is implemented in accordance with references (a) through (e) and (j), this instruction, and region instructions and policies.

(2) Designate a Reimbursable Analyst to work with the RSAM to ensure reimbursable services are identified in SAs and when funding documents linked to a SA are received. Ensure reimbursables are collected and funding documents record the associated SA number.

(3) Ensure region N-codes and Special Assistants generate and assist the RSAMS to validate costing methodology for SAs to collect for reimbursable BOS service, cross-service, and unique-service support.

f. Region Strategy and Future Requirements Office (N5) shall support the SA program and processes to include program-related advice and policy clarification.

g. RSAM shall:

(1) Be aligned within the region N8 Financial Management Office.

(2) Serve as the primary POC for SA program related issues and interface with the respective chain-of-command and the CNIC N80 SAMO. Coordinate the development and drafting of all SAs. Keep the region chain-of-command informed of progress and schedules for generating, updating, and reviewing SAs within the region.

(3) Manage, develop, and assist in the negotiation of SAs in his or her area of responsibility.

(4) Develop, publish, and review the region standardized Catalogue of Service in coordination with region N-codes and Special Assistants.

(5) Provide the receiver with the appropriate contact information for cross-service and unique-service support.

(6) Establish lines of communication with non-CNIC activities in support of the region SA program. This includes SA program information and policy clarification and data on reimbursements received from organizations within the region.

(7) Work with region N8 and appropriate region N-code or Special Assistant in developing and validating costing methodology, ensuring it is attached to the SA.

(8) Ensure SAs are reviewed with the appropriate subject matter expert (SME) prior to final approval.

(9) Be the central repository for region SAs ensuring the CNIC SADA application is uploaded with the most recent agreements on the CNIC G2 N80 SAMO page.

(10) Complete SA and SADA training as informed by the CNIC N80 SAMO and arrange or provide training to region and installation personnel involved in the SA process. Assist subject matter experts (SMEs) in obtaining access and training for developing SA with the CNIC SADA application.

h. Region N-codes and Special Assistants shall:

(1) Review SAs related to assigned program(s) to ensure support complies with current instructions, directives, and policies.

(2) Generate costing methodology (with assistance from region N8 Financial Manager, region N8 RSAM and appropriate SMEs) for reimbursable support services utilizing applicable laws, statutes, and regulations.

(3) Verify that verbiage for support categories in SAs is accurate, and identify categories as either "reimbursable" or "non-reimbursable" per current instructions, directives, and policies.

(4) Assist in the negotiation phase of the SA development process as requested by the RSAM.


i. Installation COs shall designate an Installation Support Agreement Coordinator (ISAC) who is responsible for maintaining, tracking, and developing installation SAs, and who serves as the primary POC between the RSAM and the CO on SA-related matters.

j. Installation Support Agreement Coordinator (ISAC) shall:

(1) Serve as the installation POC for the RSAM and be directly involved with the drafting, negotiating, reviewing, and approving processes for all installation SAs.

(2) Serve as the initial POC for resolving SA-related questions or issues with receiver activities onboard the installation.

(3) Inform the RSAM of new receiver activities that require SAs or existing SAs that require review or update.


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