



COMPTROLLER GENERAL OF THE UNITED STATES
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Mr. H. W. Bresnahan, Authorized Certifying Officer,
Post Office Department.

Dear Mr. Bresnahan:

Reference is made to your letter of March 31, 1948, transmitting a Voucher for Transfers between Appropriations stated in favor of the Bureau of the Budget as reimbursement for the personal services of a certain employee and requesting decision on the following specific questions:

*Question 1. The enclosed correspondence indicates that the agreement for the detail was signed in the Bureau of the Budget on March 5, 1948. Does this meet the 'agreement in advance' requirement as outlined in the cited decision and cover personal services performed prior to March 5, 1948? The pay periods involved on the attached voucher are February 3 to 21, 1948 and February 22 to March 6, 1948.

*Question 2. Public Law 299 approved July 31, 1947, appropriated, for the fiscal year 1948, \$123,500 for 'Salaries, Office of the Second Assistant Postmaster General' with the provision, 'That this appropriation shall be available only for temporary personal services in the District of Columbia in connection with rate hearings before the Interstate Commerce Commission.' Inasmuch as the availability of this fund expires June 30, 1948, what appropriation, if any, can be charged if the detail is continued until August 31, 1948 as stated in the correspondence?

*Question 3. The appropriation for the rate hearings is under the jurisdiction of the Second Assistant Postmaster General. In view of the provisions of 31 U.S.C. 686 should any agreement of a detail to be reimbursed from that appropriation be signed by that officer?"

The enclosures received with your letter show that the services

covered by the involved voucher were rendered during the period from February 20 to March 6, 1948, inclusive, and that on February 27, 1948, the Solicitor of the Post Office Department addressed a letter to the Personnel Officer, Bureau of the Budget, requesting that Mr. Barton be permitted to continue his work with the Post Office Department for another 6 months, up to August 31, and offered to reimburse the Bureau of the Budget for his services if such arrangement was agreeable. On March 5, 1948, the Bureau of the Budget agreed to continue the detail of Mr. Barton to the Post Office Department upon a reimbursable basis, as requested.

As stated in the decision, 13 Comp. Gen. 234, quoted in part in your letter, where reimbursement is contemplated under the provisions of section 501 of the act of June 30, 1932, as amended, 31 U.S.C. 686, for the performance of services by the personnel of one department or agency for another department or agency, there should be an agreement in advance with respect to the services to be performed and the basis for reimbursement. However, in otherwise proper cases involving reimbursement for work done, rather than an advance payment for services to be rendered, the lack of a specific agreement in advance does not necessarily preclude reimbursement upon the basis of actual costs incurred. A-85201, April 15, 1937, B-31862, February 27, 1943, and B-39297, January 20, 1944. In the present case, the enclosures received with your letter indicate that reimbursement is contemplated for the services performed as well as those to be performed, and as the agreement for reimbursement was entered into shortly after the services

were commenced, no question upon that point will be required to be raised in the audit of the voucher. Question No. 1 is answered accordingly.

With respect to question No. 2, as to the fund or appropriation to be charged if the detail of the employee be continued after June 30, 1948, since the availability of the present appropriation expires on that date, you are advised that the jurisdiction of this Office is such that a decision cannot be rendered to a certifying officer except upon a question specifically involved in a voucher which is properly before him for certification. 23 Comp. Gen. 79³ 26 id. 797. Since the question you pose is not involved in the present voucher this Office may not undertake to render a decision with respect thereto on the basis of your present request. Moreover, such a question is premature inasmuch as the Congress may make other provision before June 30, 1948, for the payment of such expenses after the end of the present fiscal year.

With reference to your third question section 601 of the act of June 30, 1932, as amended, 31 U.S.C. 686, supra, provides in part that--

"(a) Any executive department or independent establishment of the Government, or any bureau or office thereof, if funds are available therefor and if it is determined by the head of such executive department, establishment, bureau, or office to be in the interest of the Government so to do, may place orders with any other such department, establishment, bureau, or office for materials, supplies, equipment, work, or services, of any kind that such requisitioned Federal agency may be in a position to supply or equipped to render, and shall pay promptly by check to such Federal agency as may be

requisitioned, upon its written request, either in advance or upon the furnishing or performance thereof, all or part of the estimated or actual cost thereof as determined by such department, establishment, bureau, or office as may be requisitioned; but proper adjustments on the basis of the actual cost of the materials, supplies, or equipment furnished, or work or services performed, paid for in advance, shall be made as may be agreed upon by the departments, establishments, bureaus, or offices concerned * * *."

It will be noted that while provision is made for a determination by the head of the department, establishment, bureau or office involved as to whether it is in the interest of the Government to obtain the services of the personnel of another department or agency, there appears to be no requirement that the agreement respecting such services shall be executed by the head of such department, agency or bureau. Accordingly, in the absence of evidence that the Solicitor of the Post Office Department was without authority to enter into the agreement on behalf of the Post Office Department, this Office would not be required to question the agreement because it was not executed by the Second Assistant Postmaster General, the head of the office for which the services were rendered.

The voucher and supporting papers are returned herewith.

Respectfully,

Lindsay G. ...
Comptroller General
of the United States.

Enclosures.