

COOPERATIVE AGREEMENT MODIFICATION

Agreement/Appendix Title and Number: W912PQ-14-2-1001

Project Name/Description and Location: ARNG FACILITIES PROGRAM

Modification Number: P00001

ISSUED BY:
NATIONAL GUARD BUREAU

ISSUED TO:
THE STATE OF NEW YORK

This modification is issued pursuant to the Authorities, 31 U.S.C. Chapter 63; MCA and Appendices Article VII, Sect 703; MCCA Article XII, Sect 1201 of the basic cooperative agreements. Mark purpose and obtain signatures as appropriate IAW NGR 5-1, Chapter 3.

- a. FUNDING
- b. TERMS AND CONDITIONS
- c. TERMINATION
- d. OTHER ADMINISTRATIVE

DESCRIPTION OF MODIFICATION:

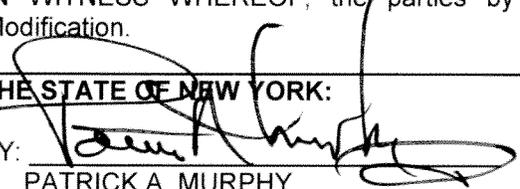
1. JUSTIFICATION: Request that a Modification be issued to open Appendix 1001, ARNG Facilities Program, of the Master Cooperative Agreement for Fiscal Year 2014.
2. This Appendix, W912PQ-14-2-1001, is hereby extended for Fiscal Year 2014. The effective date is 01 October 2013 and the termination date is 30 September 2014.
3. The Appendix number W912PQ-13-2-1001 is changed to read W912PQ-14-2-1001 for FY 2014.
4. The Initial Maximum Funding Limitation (MFL-Federal) for this Appendix W912PQ-14-2-1001 for FY-14 is \$277,500.00 (100% Federal Share).
5. The initial Estimated Cost (AFP-Federal) for this Appendix W912PQ-14-2-1001 for FY-14 is \$19,530,500.00.
6. The Initial Maximum Funding Limitation (MFL-State) for this Appendix W912PQ-14-2-1001 for FY-14 is \$0.00.
7. The initial Estimated Cost (AFP-State) for this Appendix W912PQ-14-2-1001 for FY-14 is \$6,499,000.00.
8. In-Kind Assistance is established at \$2,200,000.00.
9. Add the attached updated pages 6-7 to this Appendix for FY-14.
10. See attached memo from MNFE dated 01 October 2013.
11. FY2014 funding for this modification is authorized pursuant to HR2775, as enacted, Section 116. Funding is authorized to the Grantee for reimbursement of expenses incurred for 1) compensation of furloughed employees during the period of a lapse in Federal appropriations and, 2) expenses incurred by the Grantee that would have been paid by the Federal Government during that period had appropriations been available. HR2775, as enacted, Section 116 in its entirety is attached and incorporated by reference. Reimbursement of authorized, allowable expenses retroactive to 1 Oct 13 is authorized.
12. As FY 2014 budgets are approved by NGB, program managers will add funding to the Appendix by separate modification which is subject to the availability of funds.

EXECUTION

Except as provided herein, all terms and conditions of the Cooperative Agreement and/or Appendix remain unchanged in full force and effect.

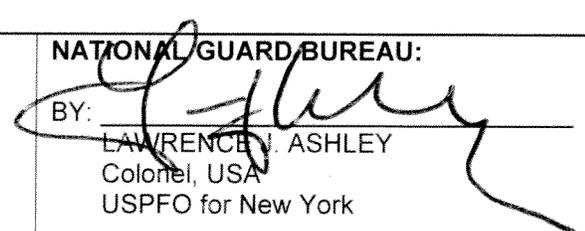
IN WITNESS WHEREOF, the parties by their authorized representatives execute this Cooperative Agreement Modification.

THE STATE OF NEW YORK:

BY: 
PATRICK A. MURPHY
Major General, NYARNG
The Adjutant General

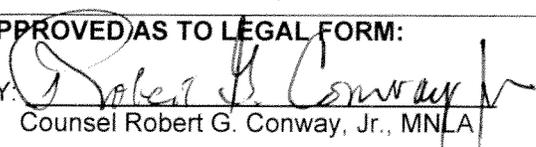
Date: 14 Nov 13

NATIONAL GUARD BUREAU:

BY: 
LAWRENCE J. ASHLEY
Colonel, USA
USPFO for New York

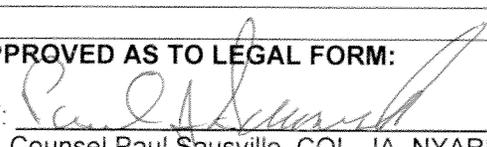
Date: 18 Nov 13

APPROVED AS TO LEGAL FORM:

BY: 
Counsel Robert G. Conway, Jr., MNLA

Date: 5 Nov 2013

APPROVED AS TO LEGAL FORM:

BY: 
Counsel Paul Sausville, COL, JA, NYARNG

Date: 5 Nov 2013

MEMORANDUM FOR MNPF, CW2 Davin

SUBJECT: Modification of Master Cooperative Funding Agreement (CFA),
W912PQ-14-2-1001, Appendix #1

1. Request that a modification be issued to open Appendix #1 of the Master CFA for Fiscal Year 2014 as follows:

Section 109. Funding Limitation is changed as follows:

a. Funding.

	(Allotment) Maximum Funding Limitation	(AFP) Estimated Cost
QRPA	\$ 200,000.00	\$12,616,400.00
ERVY	\$.00	\$ 758,300.00
QDPW	\$ 77,500.00	\$ 4,469,300.00
EAFS	\$.00	\$ 786,500.00
QDEM	\$.00	\$ 900,000.00
Federal Total	\$ 277,500.00	\$19,530,500.00
Federal Share (Source Fund A)	\$ 0.00	\$ 0.00
Federal Share (100%)	\$ 277,500.00	\$12,781,500.00
Federal Share (75%)	\$.00	\$ 625,000.00
Federal Share (50%)	\$.00	\$ 6,124,000.00
Federal Total	\$ 277,500.00	\$19,530,500.00
State Share (50%)	\$.00	\$ 6,124,000.00
State Share (25%)	\$.00	\$ 375,000.00
Program Income	\$ 0.00	\$ 0.00
State Total	\$.00	\$ 6,499,000.00
Grand Total	\$ 277,500.00	\$26,029,500.00

b. In-Kind Assistance.

Within the Federal Share indicated above \$2,200,000.00 is reserved and designated specifically for in-kind assistance through Federal procurement procedures. The use of in-kind assistance shall be at the request of the Adjutant General as approved by the USPFO. NGB-ARI approval is not necessary.

3. This Appendix is subject to the availability of funds.
4. This modification is requested to open and add allotment that was issued to 132.
5. The POC on this issue is Mike Good, and can be reached at extension 4555.


PAUL R. CONTE
LTC, FA, NYARNG
Program Manager (CFMO)

CF:
MNBF, Tom Halabuda

MEMORANDUM FOR USP&FO, COL Lawrence J. Ashley

SUBJECT: Appendix 1, In-Kind Assistance (IKA) in Support of MNFE-CFMO for FY-14

1. Request approval to use IKA for the following MNFE requirements for FY-14. These requirements are subject to change as we move through the fiscal year:

a. ARNG-Z has Indefinite Delivery/Indefinite Quality (IDIQ) contracts for non-inherently governmental positions that are not available through the NYS Personnel System. The NYS Personnel System may request Task Orders from the National IDIQ to fill their contract employee needs:

(1) ISR Manager Contract

(2) The Purchase Request for a Project Manager to provide oversight and organization of construction phases for the Readiness Center Alterations project at 2366 5th Avenue, NYC. This service cannot be provided by NYS at this time because of the state hiring freeze that is currently in place.

b. Military Interdepartmental Purchase Request (MIPR) is generally used to transfer monies for supplies and services and Store Front Leases between two different military organizations. This procedure is outlined in the host tenant agreements for the facilities below. These MIPRs are for 100% federally supported requirements:

(1) MIPR for Scotia Air Base to support the annual cost of maintenance and repair of the CST building.

(2) MIPR/WBS is to support annual maintenance and repair cost at Ft Hamilton, NY for buildings 212, 101, 102, 103, 105 and 106.

(3) MIPR/WBS is to support arms vault repair at Ft. Hamilton, NY.

(4) MIPR for Glenville Readiness Center for refuse removal and janitorial services.

(5) MIPR for Store Front Lease for Watertown, NY.

(6) MIPR for Store Front Lease for Central Avenue, Albany, NY.

(7) MIPR for Store Front Lease for North Brooklyn, NY.

(8) MIPR for Store Front Lease for Long Island City, NY. (South Brooklyn)

(9) MIPR for Store Front Lease for 6159 Route 1, Cicero, North Syracuse, NY.

(10) MIPR for Store Front Lease for Patchogue, NY.

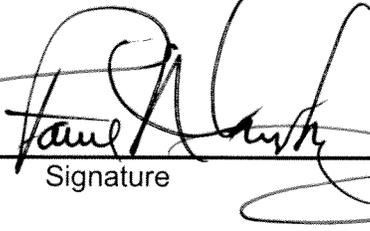
MNFE-CFMO

SUBJECT: Appendix 1, In-Kind Assistance in Support of MNFE-CFMO for FY-14

MNAG-TAG

14 Nov 13

Date



Signature

~~Concur~~
Concur/Non-Concur

The Adjutant General

USP&FO-NY

14 Nov 13

Date



Signature

Concur/Non-Concur

USP&FO- NY



DEPARTMENTS OF THE ARMY AND THE AIR FORCE
NATIONAL GUARD BUREAU
UNITED STATES PROPERTY AND FISCAL OFFICER FOR NEW YORK
330 OLD NISKAYUNA ROAD
LATHAM, NEW YORK 12110-3514

MNPF

9 October 2013

MEMORANDUM FOR MNPF-CO

SUBJECT: Approval of the attached request for In-Kind Assistance Letter Dated: 01 October 2013, from MNFE-CFMO FY 14, Appendix 1001, Facilities Program

1. In accordance with NGR 5-1 Chapter 9, In-Kind Assistance (IKA) is the federal procurement of supplies or services for a State's/Territory's State Military Department through a Cooperative Agreement. In-kind assistance can be federally procured supplies, services, or construction. Services can include real property maintenance and repair.
2. Use of federal procurement system to contract supplies, services, or construction does not relieve the state of its responsibility to meet the match or share requirements specified in the appropriate Agreement. In-Kind Assistance comes from the federal share of an agreement. When an agreement has a State match/share the Grants Officer Representative is responsible for ensuring the State meets its match/share requirements. The State Military Department shall credit the amount of its share of the costs of in-kind assistance against the costs claimed for reimbursement under the cooperative agreement. In-kind assistance is program year sensitive and as such the credit due the federal government may be in the form of a check if in-kind assistance coincides with the end of a fiscal year.
3. ARNG Contracting Division has verified they **can/cannot** support the attached request to utilize Federal contracting procedures.



ARNG/Contracting: SCS or Deputy

10/16/13

Date

4. Questions may be directed to MNPF, ATTN: CW2 Renee M. Davin at Commercial, 518-786-4709, DSN: 489-4709, or renee.davin@us.army.mil.


RENEE M. DAVIN
CW2, NYARNG
Management & Program Analyst
Cooperative Agreements

Emergency Deficit Control Act of 1985, as amended, and \$469,639,000 is additional new budget authority specified for purposes of section 251(b)(2)(B) of such Act.

(c) Section 5 of Public Law 113-6 shall apply to amounts designated in subsection (a) for Overseas Contingency Operations/Global War on Terrorism.

SEC. 115. (a) Employees furloughed as a result of any lapse in appropriations which begins on or about October 1, 2013, shall be compensated at their standard rate of compensation, for the period of such lapse in appropriations, as soon as practicable after such lapse in appropriations ends.

(b) For purposes of this section, "employee" means:

(1) a federal employee;

(2) an employee of the District of Columbia Courts;

(3) an employee of the Public Defender Service for the District of Columbia; or

(4) a District of Columbia Government employee.

(c) All obligations incurred in anticipation of the appropriations made and authority granted by this joint resolution for the purposes of maintaining the essential level of activity to protect life and property and bringing about orderly termination of Government functions, and for purposes as otherwise authorized by law, are hereby ratified and approved if otherwise in accord with the provisions of this joint resolution.

SEC. 116. (a) If a State (or another Federal grantee) used State funds (or the grantee's non-Federal funds) to continue carrying out a Federal program or furloughed State employees (or the grantee's employees) whose compensation is advanced or reimbursed in whole or in part by the Federal Government—

(1) such furloughed employees shall be compensated at their standard rate of compensation for such period;

(2) the State (or such other grantee) shall be reimbursed for expenses that would have been paid by the Federal Government during such period had appropriations been available, including the cost of compensating such furloughed employees, together with interest thereon calculated under section 6503(d) of title 31, United States Code; and

(3) the State (or such other grantee) may use funds available to the State (or the grantee) under such Federal program to reimburse such State (or the grantee), together with interest thereon calculated under section 6503(d) of title 31, United States Code.

(b) For purposes of this section, the term "State" and the term "grantee" shall have the meaning as such term is defined under the applicable Federal program under subsection (a). In addition, "to continue carrying out a Federal program" means the continued performance by a State or other Federal grantee, during the period of a lapse in appropriations, of a Federal program that the State or such other grantee had been carrying out prior to the period of the lapse in appropriations.

(c) The authority under this section applies with respect to any period in fiscal year 2014 (not limited to periods beginning or ending after the date of the enactment of this joint resolution) during which there occurs a lapse in appropriations with respect to any department or agency of the Federal Government which, but for such lapse in appropriations, would have paid, or made reimbursement relating to, any of the expenses referred to in this

section with respect to the program involved. Payments and reimbursements under this authority shall be made only to the extent and in amounts provided in advance in appropriations Acts.

SEC. 117. Expenditures made pursuant to the Pay Our Military Act (Public Law 113–39) shall be charged to the applicable appropriation, fund, or authorization provided in this joint resolution.

SEC. 118. For the purposes of this joint resolution, the time covered by this joint resolution shall be considered to have begun on October 1, 2013.

SEC. 119. Section 3003 of division G of Public Law 113–6 shall be applied to funds appropriated by this joint resolution by substituting “fiscal year 2014” for “fiscal year 2013” each place it appears.

SEC. 120. Section 408 of the Food for Peace Act (7 U.S.C. 1736b) shall be applied by substituting the date specified in section 106(3) of this joint resolution for “December 31, 2012”.

SEC. 121. Amounts made available under section 101 for “Department of Commerce—National Oceanic and Atmospheric Administration—Procurement, Acquisition and Construction” may be apportioned up to the rate for operations necessary to maintain the planned launch schedules for the Joint Polar Satellite System and the Geostationary Operational Environmental Satellite system.

SEC. 122. The authority provided by sections 1205 and 1206 of the National Defense Authorization Act for Fiscal Year 2012 (Public Law 112–81) shall continue in effect, notwithstanding subsection (h) of section 1206, through the earlier of the date specified in section 106(3) of this joint resolution or the date of the enactment of an Act authorizing appropriations for fiscal year 2014 for military activities of the Department of Defense.

SEC. 123. Section 3(a)(6) of Public Law 100–676 is amended by striking both occurrences of “\$775,000,000” and inserting in lieu thereof, “\$2,918,000,000”.

SEC. 124. Section 14704 of title 40, United States Code, shall be applied to amounts made available by this joint resolution by substituting the date specified in section 106(3) of this joint resolution for “October 1, 2012”.

SEC. 125. Notwithstanding section 101, amounts are provided for “The Judiciary—Courts of Appeals, District Courts, and Other Judicial Services—Salaries and Expenses” at a rate of operations of \$4,820,181,000: *Provided*, That notwithstanding section 302 of Division C, of Public Law 112–74 as continued by Public Law 113–6, not to exceed \$25,000,000 shall be available for transfer between accounts to maintain minimum operating levels.

SEC. 126. Notwithstanding section 101, amounts are provided for “The Judiciary—Courts of Appeals, District Courts, and Other Judicial Services—Defender Services” at a rate for operations of \$1,012,000,000.

SEC. 127. Notwithstanding any other provision of this joint resolution, the District of Columbia may expend local funds under the heading “District of Columbia Funds” for such programs and activities under title IV of H.R. 2786 (113th Congress), as reported by the Committee on Appropriations of the House of Representatives, at the rate set forth under “District of Columbia Funds—Summary of Expenses” as included in the Fiscal Year 2014 Budget Request Act of 2013 (D.C. Act 20–127), as modified as of the date of the enactment of this joint resolution.

APPENDIX 1 ARNG FACILITIES PROGRAMS

Section 101. General.

a. This Appendix to the Master Cooperative Agreement (MCA) prescribes terms, conditions, policy and administrative requirements related to the National Guard Bureau's (NGB's) federal contribution for the Facilities Programs (FP) of the Army National Guard within the State.

b. Statement of Facts.

(1) The authorities and provisions set forth in National Guard Regulation (NGR) 5-1 and NGR 420-10 are incorporated into this Appendix by reference.

(2) The Facilities Programs (FP) provides federal support to the State Military Department (Grantee) for the operation and maintenance of authorized facilities coded on the Facilities Inventory and Support Plan (FISP), and the guidance prescribed in NGR 420-10.

1. The support includes leases, facilities operations, tails for military construction appropriation-funded projects, real property sustainment, restoration, modernization, O&M minor construction, and demolition costs, for facilities identified for the joint use of the state and federal government.

2. The USPFO shall not reimburse the State Military Department for any costs for a facility unless NGB-ARI has approved or will approve that facility for support, or unless NGB-ARI has explicitly authorized an exception. The binding media for registering support is the FISP.

3. NGR 420-10 authorizes NGB to provide 100% federal funding for certain expenses for operating and maintaining facilities identified for 100% federal funding in NGR 420-10.

4. NGR 420-10 requires that the Grantee share in 25 percent of certain expenses for operating and maintaining licensed readiness centers. When the state provides this contribution, NGR 420-10 authorizes NGB to contribute 75 percent of these expenses in federal funds.

5. NGR 420-10 requires that the Grantee share in 50 percent of certain expenses for operating and maintaining state-owned readiness centers. When the state provides this contribution, NGR 420-10 authorizes NGB to contribute 50 percent of these expenses in federal funds.

Section 102. Additional Definitions.

a. Definitions not included in NGR 5-1 that are specific to this Appendix include:

(1) Real Property: Land and facilities.

(2) Facility: A separate and individual building, structure, utility system, or other real property improvement.

(3) Facilities Operations: The actions and functions performed to support real property requirements, such as leases, utilities (including distribution), solid waste management, pest control, custodial activities, snow removal and other pavement clearance operations, grounds maintenance, real property administration, master planning, fire and emergency services, and related engineering management.

(4) Sustainment: Maintenance and repair activities necessary to keep an inventory of facilities in good working order. It includes regularly scheduled adjustments and inspections, preventive maintenance tasks, and emergency response and service calls for minor repairs. It also includes major repairs or replacement of facility components (usually accomplished by contract) that are expected to occur periodically throughout the life cycle of facilities. This work includes cyclical roof replacement, refinishing of wall surfaces, repairing and replacement of heating and cooling systems, replacing tile and carpeting, and similar types of work. It does not include landscaping, mowing, soil stabilization, and similar activities, which are municipal services.

(5) Restoration: Repair and replacement work to restore facilities damaged by lack of sustainment, excessive age, natural disaster, fire, accident, or other causes. It reduces the backlog of facilities rated C-3 and C-4 on the Installation Status Report. Restoration may be overhaul, reprocessing, or replacement of deteriorated component parts/materials to current industry standards. Restoration is also the relocation or reconfiguration of land and building components and utility systems, and the upgrade of the same to current building and other codes.

(6) Modernization: The construction of new facilities or alteration of existing facilities solely to implement new or higher standards (including regulatory changes), to accommodate new functions (or change the purpose of

a facility), or to replace building components that typically last more than 50 years (such as foundations and structural members).

(7) Construction: The erection, installation, or assembly of a new facility; the relocation of a facility; the complete replacement of an existing facility; or the addition, expansion, extension, alteration, or conversion (to a new type use) of an existing facility. This includes equipment (not furniture) installed and made a part of facilities and related site preparation, excavation, filling and landscaping or other land improvements. It also includes increases in components of facilities for functional reasons and the extension of utilities to areas not previously served. The federal share of the project cost cannot exceed the statutory ceiling in 10 U.S.C. 18263b. Construction is an activity that may be part of either the restoration or modernization programs. It is separately defined, because failure to adhere to the statutory limitations of construction may result in an anti-deficiency violation.

(8) Facilities Inventory and Support Plan (FISP): The FISP is an electronic document that provides detailed information on all federal/state owned, state operated, ARNG facilities within each state, Commonwealth or Territory. It details information on structures, activities, locations, and lists other pertinent data required for federal participation for support. The FISP registers the real property inventory, to include the agreement support code, which dictates the federal reimbursement for each real property facility.

(9) Sustainment Restoration Floor (SRF): Expenditures under the Appendix that directly go toward sustainment or restoration of real property. Specifically, these are expenditures properly chargeable against AMSCOs beginning with 132G78 and AMSCOs 132G76.F1, 132G76.G1, and 132G76.L1.

(10) Facilities Programs Personnel Allocation Standard (FP-PAS). The automated system used by NGB-ARI and the States, Territories and Commonwealths to determine manpower requirements for federally reimbursed State employees. It standardizes the maximum number and types of employees required to provide the necessary manpower for engineering, sustainment, administrative functions at the Construction and Facility Management Office, training centers, logistical facilities to support facilities operations, sustainment, restoration, and modernization (including operations and maintenance construction) requirements.

Section 103. Office of Primary Responsibility.

a. The Office of Primary Responsibility for this Appendix is the Army National Guard Installations Division (NGB-ARI).

b. Chief, NGB-ARI, for the purposes of this Appendix, is a designee of the Chief, National Guard Bureau, and is the individual authorized to make final approval of all Facilities Programs budgets and modifications to them and to the language of this Appendix, to authorize distribution and recall of Real Property Operations and Maintenance funds to the USPFO, to receive specified accounting reconciliation reports, and to take any other action on behalf of NGB-ARI or the Chief, NGB, as specifically reserved under this Appendix for NGB-ARI.

Section 104. Scope of Agreement.

a. Scope of Services.

(1) The Grantee shall furnish services incidental to the operation, sustainment, restoration, and modernization of those facilities authorized federal support and listed on the current FISP, including attendant site facilities, that are necessary and directly required for those facilities. Attendant site facilities include, but are not limited to roads, sidewalks, railroads, grounds, airfields, storage areas, fencing, liquid fuel storage and dispensing systems, utility plants and systems for water, storm drainage, sanitary sewage, electricity, communications charges (for administration of this Appendix only), gas, steam, heating, refrigeration, and air conditioning, where authorized.

(2) The Grantee may contract for the services, provided that the required and appropriate paragraphs and clauses are included as prescribed in the MCA, and that the performance specifications listed below are met.

b. Performance Specifications.

(1) The Grantee shall comply with federal provisions relating to the evaluation of flood hazards and to the prevention, control, and abatement of water pollution.

(2) The Grantee shall have sufficient funds available to meet the non-federal share of the cost for operations, sustainment, restoration, modernization, or construction projects. Sufficient funds shall be available

when projects are completed to assure effective operation and sustainment of facilities for the purposes for which the state conducts their sustainment, restoration, and modernization.

(3) If requested, the Grantee shall obtain NGB approval of final working drawings and specifications before it advertises or places a project on the market for bidding. The Grantee shall execute the project, or cause it to be executed, to final completion according to the approved plans and specifications. For those projects that require the initial approval of NGB, the State CA PM shall submit to the NGB the following changes:

1. Project cost increases above the approved federal contribution ceiling.
2. Project space or function changes that undertake other activities before the original conditions of the project have been met.

(4) The Grantee shall design and/or modify all facilities to comply with the appropriate accessibility standards, unless such facilities are exempt from compliance: the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41-CFR 101-19.6); the Uniform Federal Accessibility Standards (UFAS), published as FED-STD-795 (1 April 1988), or the Americans with Disabilities Act (Public Law 101—336), as implemented in the Federal Register 26 July 1991. The Grantee shall be responsible for conducting inspections to ensure compliance with these specifications by contractors.

(5) The Grantee shall provide and maintain competent and adequate architectural engineering supervision and inspection at project sites to ensure that the completed work conforms to the approved plans and specifications. It shall furnish progress reports and other information as the NGB may require.

(6) The Grantee shall operate and sustain all facilities according to the minimum standards required by the applicable federal, state, and local agencies for the sustainment and operation of such facilities.

(7) The Grantee shall cause work on a project to be commenced within a reasonable time after receipt of notification from the NGB that funds have been approved. Furthermore, the Grantee shall ensure that the project shall be performed to completion with reasonable diligence.

(8) The Grantee shall not dispose of or encumber its title or other interests in the site and facilities during the period of federal interest.

Section 105. Authorized Activities/Charges.

a. Authorized costs and activities as shown in NGR 420-10.

b. Payment for salaries, to include allowable benefits, in accordance with State personnel policy for like state government positions within the same geographic area for validated FP positions. When there is no like state government position available, salaries and benefits will be equivalent to a comparable grade and series Federal Civil Service position in the geographic area. Exceptions to a state government position or comparable Federal Civil Service position must be approved by NGB.

(1) Benefit costs include Social Security contributions, workers compensation, medical and unemployment insurance (FICA) premiums, and State retirement system.

(2) Costs for merit and incentive awards based on performance providing the awards are part of a program available and consistent with those offered to similar state government positions.

(3) If a state has a pay raise, pay freeze or pay cap, a hiring freeze or employee furloughs for like positions throughout the State then State FP employees will have corresponding limitations.

(4) Travel expenses for FP personnel performing ARNG FP activities at a location other than that assigned, at a rate consistent with state travel policy.

(5) Costs for training, registration, travel and per diem for FP when the training courses, seminars and workshops are authorized by NGB for the FP position. Attendance at CFMO University, DBIA training and ISR training is authorized

(6) Fees associated with new requirements, periodic certification, examinations, or licenses required by state or federal agencies for the performance of FP activities.

c. Costs for travel and per diem for FP employees whose salary receives no federal reimbursement to attend NGB sponsored courses required to perform duties of the position.

Section 106. Unauthorized Activities/Charges.

a. Unauthorized costs and activities as shown in NGR 420-10 and all other activities/charges not otherwise approved by NGB-ARI.

b. Reimbursement for courses, whether accredited or non-accredited, and professional training not specifically required for performance of position duties covered under this agreement.

Section 107. Budget Requirements.

a. Limitations.

(1) The CA PM shall submit a budget via the designated automated system each fiscal year for FP. The budget shall list by line item the Facilities Programs to be funded under this Appendix and the amount of that line item for which it expects reimbursement from NGB. Upon the approval of the budget, its summary sheet shall be incorporated into this Appendix. It shall also state the Sustainment Restoration Floor (SRF) for the fiscal year.

(2) The listed summary total amounts on the approved FP budget and any approved modifications to this budget constitute the maximum amount NGB intends to reimburse the state for its FP under this Appendix. This budget shall be incrementally funded. Subject to the availability of funds, NGB shall provide additional funds to the Grantee for Facilities Programs activities monthly until the approved maximum amount is reached or until NGB approves an increase to this maximum amount.

(3) The CA PM is granted flexibility to move funding within the AMSCOs indicated in the enclosure of the annual budget submission instruction letter to adjust actual expenditures where they differ from the budget except as follows:

1. The CA PM may obligate and disburse any funds issued in AMSCO 131G79.RO and 131G79.TO only for activities authorized by these AMSCOs. The CA PM must return to NGB-ARI any funds for which it has no authorized requirements. It may transfer 131G79.RO and 131G79.TO funds to other AMSCOs covered under this Appendix only with the prior written approval of NGB-ARI.

2. The state may not decrease the Federal funds contribution in its SRF or decrease the Federal funds contribution in its Facilities Program Budget without prior notification of NGB-ARI and the written approval of the USPFO.

3. The sum of federal reimbursements and program income may not exceed the requirements listed for each AMSCO in the approved FP Appendix budget. The state must have prior written USPFO approval of an amended budget before it may request a reimbursement or receive program income that would bring its receipts above the AMSCO requirements in the previously approved budget.

b. AMSCOs: The state CA PM shall use any of the appropriate BRAC, 131G35.*, 131G56.D0, 131G79.* 132G76.*, 132G78.*, and 132G93.* AMSCOs listed in the DFAS Manual 37-100-XX current for the fiscal year in question, unless the CA PM has received written NGB-ARI approval to use additional AMSCOS in accounting for charges to this Appendix. No charge shall be made to the listed AMSCOs unless it specifically falls under the guidelines of the AMSCO as defined in the current DFAS Manual 37-100-XX. The State Military Department (SMD) shall use the AMSCO's provided by the CA PM in accounting to this Appendix.

c. Cost Sharing.

(1) Depending on the Facilities Programs line item in the approved budget, NGB shall contribute no more than 100 percent, 75 percent, or 50 percent of the total cost of the activity.

(2) The budget shall only list the NGB share of each line item.

(3) The budget shall separately list the total NGB contribution for 100 percent, 75 percent, and 50 percent RPMA activities, and it shall list the total Grantee share.

d. Budget Changes.

(1) The CA PM must submit a written request to decrease the federal funds in its SRF or to decrease the federal funds in its Facilities Programs. The CA PM must furnish a copy of the said request to NGB-ARI. The request shall include an updated budget reconciliation report and justification as enclosures. The request shall not be binding unless it is so approved. The request and approval shall not be binding unless a CA modification to this appendix has been executed.

(2) CA PM budget changes not requiring NGB-ARI written approval shall be reflected in the periodic reports it is required to submit to NGB-ARI.

1. Changes the CA PM makes to the budget during the fiscal year do not require NGB-ARI approval. However, the TAG and the USPFO must execute a CA modification, when the State Military Department wishes to decrease the federal funds in its SRF or to decrease the Federal funds in its approved FP budget. Such modifications must include a cover letter, the modification, and reconciliation. The change shall not be binding unless a CA modification to this Appendix has been executed.

2. Annual Funding Program (AFP) may not be transferred from the FP without a signed modification to the Appendix that includes justification for the transfer. Transfers of funds within the FP Appendix that remain part of the FP do not require a modification.

3. Funding transfers into the FP, whether from NGB-ARI, other NGB program managers, the State Military Department, PBAC, or program income, do not require NGB-ARI approval. They will, however, require a modification to the FP Appendix. The transfer shall not be binding unless a CA modification to this Appendix has been executed.

4. CA PM's must submit via e-mail an electronic copy of the executed Appendix and all modifications thereto to NGB-ARI immediately upon execution.

e. Budget Reports.

The CA PM shall submit any requested financial or budget report that NGB-ARI may require.

Section 108. Appendix Administration.

NGB-ARI and NGB- PARC-A must approve any changes to the instructions, terms or conditions of the Appendix, IAW NGR 5-1, Chapter 3. The change shall not be binding unless it is so approved. The change and approval shall not be binding unless a CA modification to this appendix has been executed.

Section 109. Funding Limitation.

a. Approved Budget/Annual Funding Program (AFP): The total dollar amount that NGB anticipates, subject to the availability of funds, being available for reimbursement to the Grantee for its costs in fulfilling its responsibilities under this Appendix. This amount may be increased or decreased by NGB during the fiscal year.

b. Total Dollars Obligated: The total amount of funds obligated for NGB's share under this Appendix. Only funds obligated through an executed CA modification to this appendix are available for reimbursement to the Grantee. Funds shall be obligated as received by the CA PM.

c. Accomplished as In-Kind Assistance: The total dollars expended through federal acquisition. This dollar amount may reflect anticipated In-Kind Assistance and be updated as IKA is approved, but as a minimum shall reflect the total dollars accomplished through In-Kind Assistance in support of this Appendix for each fiscal year as it occurs.

d. Program Income: The gross income received by the Grantee from fees for services performed and from the use or rental of real or personal property, the operation and maintenance of which is supported under this Appendix. Program Income shall be added to the budget as a Grantee contribution regardless of the percentage of federal contribution reflected in this Appendix. This dollar amount may reflect anticipated Program Income and be updated as Program Income is reported, but as a minimum shall reflect the total dollars received as Program Income for each fiscal year as it occurs.

e. In accordance with Section 107 the following funding limitations are provided for each fiscal year as it occurs:

1. Fiscal Year 2010:

	Approved Budget/(AFP)	Total Dollars Obligated
Federal Share (100%)	\$ 14,011,830.32	\$ 14,011,830.32
Federal Share (75%)	\$ 2,071,739.34	\$ 2,071,739.34
Federal Share (50%)	\$ 4,201,830.34	\$ 4,201,830.34
Federal Total	\$ 20,285,400.00	\$ 20,285,400.00
Accomplished as In-Kind Assistance	\$ 3,002,626.28	
Grantee Share (50%)	\$ 4,201,890.34	\$ 4,201,890.34
Grantee Share (25%)	\$ 690,579.78	\$ 690,579.78
Program Income	\$ 0.00	\$ 0.00
Grantee Total	\$ 4,892,470.12	\$ 4,892,470.12

2. Fiscal Year 2011:

	Approved Budget/(AFP)	Total Dollars Obligated
Federal Share (100%)	\$ 13,661,541.66	\$ 13,661,541.66
Federal Share (75%)	\$ 595,813.43	\$ 595,813.43
Federal Share (50%)	\$ 4,272,144.91	\$ 4,272,144.91
Federal Total	\$ 18,531,500.00	\$ 18,531,500.00
Accomplished as In-Kind Assistance	\$ 1,639,057.91	
Grantee Share (50%)	\$ 4,272,144.91	\$ 4,272,144.91
Grantee Share (25%)	\$ 257,697.29	\$ 257,697.29
Program Income	\$ 0.00	\$ 0.00
Grantee Total	\$ 4,531,842.20	\$ 4,531,842.20

3. Fiscal Year 2012:

	Approved Budget/(AFP)	Total Dollars Obligated
Federal Share (100%)	\$ 13,005,100.00	\$ 13,005,100.00
Federal Share (75%)	\$ 500,000.00	\$ 500,000.00
Federal Share (50%)	\$ 8,000,000.00	\$ 8,000,000.00
OCO Funding	\$ 1,766,500.00	\$ 1,766,500.00
Federal Total	\$ 23,271,600.00	\$ 23,271,600.00
Accomplished as In-Kind Assistance	\$ 4,400,501.00	
Grantee Share (50%)	\$ 8,000,000.00	\$ 8,000,000.00
Grantee Share (25%)	\$ 200,000.00	\$ 200,000.00
Program Income	\$ 0.00	\$ 0.00
Grantee Total	\$ 8,200,000.00	\$ 8,200,000.00

4. Fiscal Year 2013:

	Approved Budget/(AFP)	Total Dollars Obligated
Federal Share (100%)	\$ 12,286,859.00	\$ 12,286,859.00
Federal Share (75%)	\$ 1,100,000.00	\$ 1,100,000.00
Federal Share (50%)	\$ 11,322,541.00	\$ 11,322,541.00
OCO Funding	\$ 219,700.00	\$ 219,700.00
Federal Total	\$ 24,709,400.00	\$ 24,709,400.00
Accomplished as In-Kind Assistance	\$ 4,434,124.01	
Grantee Share (50%)	\$ 11,322,541.00	\$ 11,322,541.00
Grantee Share (25%)	\$ 366,700.00	\$ 366,700.00
Program Income	\$ 0.00	\$ 0.00
Grantee Total	\$ 11,689,241.00	\$ 11,689,241.00

5. Fiscal Year 2014:

	Approved Budget/(AFP)	Total Dollars Obligated
Federal Share (100%)	\$ 12,781,500.00	\$ 277,500.00

Federal Share (75%)	\$ 625,000.00	\$ _____
Federal Share (50%)	\$ 6,124,000.00	\$ _____
Federal Total	\$ 19,530,500.00	\$ _____
Accomplished as In-Kind Assistance	\$2,200,000.00	
Grantee Share (50%)	\$ 6,124,000.00	\$ _____
Grantee Share (25%)	\$ 375,000.00	\$ _____
Program Income	\$ 0.00	\$ _____
Grantee Total	\$ 6,499,000.00	\$ _____

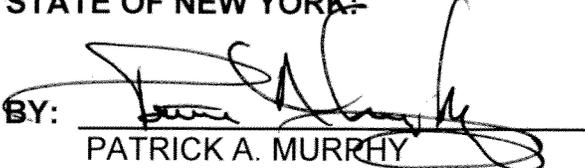
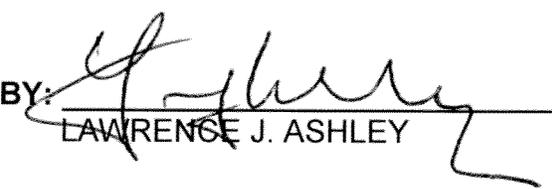
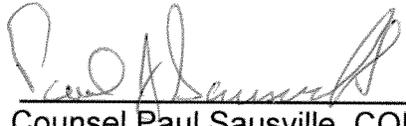
Section 110. Agreement Particulars.

The information below shall be recorded by the Grants Officer's Representative (GOR) for compliance with the reporting requirements of the DoD Assistance Award Action Report System (DAADS) and the Federal Funding Accountability and Transparency Act of 2006.

- a. Grantee/Recipient Category: Government
- b. Grantee/Recipient Type: State Government
- c. Grantee/Recipient DUNS: 044776024
- d. Primary Place of Performance (if different from 'Issued To' on CA Modification Form):
 (To include Zip + 4) New York 12110-3514
- e. Grantee/Recipient County (Primary Place of Performance): 36
- f. Grantee/Recipient Congressional District (Primary Place of Performance): Albany
- g. Major Agency: DOD
- h. Agency Code: 2100
- i. Funding Agency: Army
- j. Program Source Agency: 21
- k. Transaction Type: Cooperative Agreement
- l. CFDA: 12.401
- m. CFDA Program Title: Operation and Maintenance, Army National Guard
- n. Program Source Account-Funding: 2065
- o. Treasury Appropriation Code: 2065
- p. Award/Obligation/Action Date: 1 Oct 2013
- q. Starting Date: 1 Oct 2013
- r. Ending Date: 30 Sep 2014
- s. Record Type: Individual Action
- t. Fiscal Year/Quarter: 2014/1st Qtr

EXECUTION

IN WITNESS WHEREOF: The parties, by their signatures, execute this Appendix and agree to its terms and conditions.

<p>STATE OF NEW YORK:</p> <p>BY:  PATRICK A. MURPHY</p> <p>Major General, NYARNG The Adjutant General</p> <p><u>14 Nov 13</u> (Date)</p>	<p>NATIONAL GUARD BUREAU:</p> <p>BY:  LAWRENCE J. ASHLEY</p> <p>Colonel, USA USP&FO for New York</p> <p><u>14 Nov 13</u> (Date)</p>
<p>Approved as Legal Form:</p> <p> Counsel Robert G. Conway, Jr., MNLA</p> <p><u>5 Nov 2013</u> (Date)</p>	<p>Approved as to Legal Form:</p> <p> Counsel Paul Sausville, COL, JA, NYARNG</p> <p><u>5 Nov 2013</u> (Date)</p>