

COOPERATIVE AGREEMENT MODIFICATION

Agreement/Appendix Title and Number: W912PQ-14-2-1023
Project Name/Description and Location: ANG Security Cooperative Agreement
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:

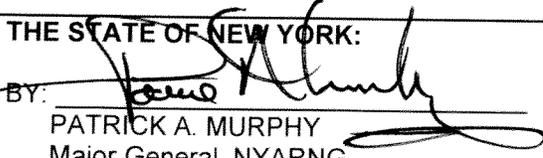
1. JUSTIFICATION: Request that a Modification be issued to open Appendix 1023, ANG Security Cooperative Agreement, of the Master Cooperative Agreement for Fiscal Year 2014.
2. This Appendix, W912PQ-14-2-1023, is hereby extended for Fiscal Year 2014. The effective date is 01 October 2013 and the termination date is 30 September 2014.
3. The Appendix number W912PQ-13-2-1023 **is changed to read W912PQ-14-2-1023 for FY2014.**
4. The Estimated Costs-AFP (Federal) is established at \$1,637,100.00.
5. The Maximum Funding Limitation (Federal) is \$0.00.
6. See attached request/validation comparisons for 2013/2014 from NGB.
7. 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.
8. As FY2014 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.

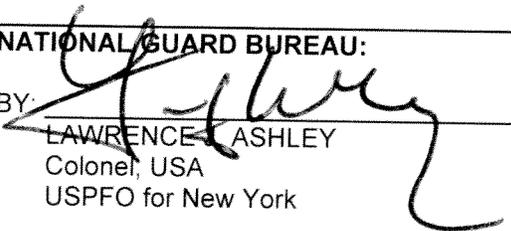
IN WITNESS WHEREOF, the parties by their authorized representatives execute this Cooperative Agreement Modification.

THE STATE OF NEW YORK:

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

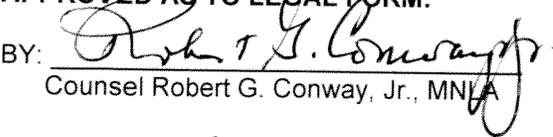
Date: 30 Oct 13

NATIONAL GUARD BUREAU:

BY: 
LAWRENCE ASHLEY
Colonel, USA
USPFO for New York

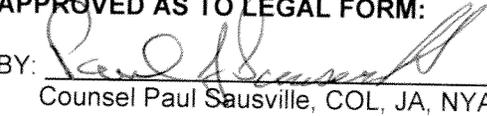
Date: 4/20/13

APPROVED AS TO LEGAL FORM:

BY: 
Counsel Robert G. Conway, Jr., MN/A

Date: 30 Oct 2013

APPROVED AS TO LEGAL FORM:

BY: 
Counsel Paul Sausville, COL, JA, NYARNG

Date: 29 OCT 2013

**MODIFICATION REQUIREMENTS FOR
AIR GUARD FY-14
AIR BASE SECURITY AGREEMENT
CONTRACT NUMBER W912PQ-14-2-1023**

AS OF:
10/18/2013

LOCATION	CURRENT MOD # PERCENTAGE	CURRENT ALLOCATION	CHANGE +/-	REVISED ALLOCATION
GABRESKI	100% FEDERAL	458,000.00		458,000.00
	100% FEDERAL SRM			-
	75% FEDERAL			-
	TOTAL FEDERAL	458,000.00	-	458,000.00
	25% STATE			-
	GRAND TOTAL	458,000.00	-	458,000.00
AFP:				
HANCOCK	100% FEDERAL	448,900.00		448,900.00
	100% FEDERAL SRM			-
	75% FEDERAL			-
	TOTAL FEDERAL	448,900.00	-	448,900.00
	25% STATE			-
	GRAND TOTAL	448,900.00	-	448,900.00
FORT DRUM	100% FEDERAL			-
AFP:				
NIAGARA FALLS	100% FEDERAL			-
	100% FEDERAL SRM			-
	75% FEDERAL			-
	TOTAL FEDERAL		-	-
	25% STATE		-	-
	GRAND TOTAL		-	-
AFP:				
STRATTON	100% FEDERAL	68,900.00		68,900.00
	100% FEDERAL SRM			-
	75% FEDERAL			-
	TOTAL FEDERAL	68,900.00	-	68,900.00
	25% STATE			-
	GRAND TOTAL	68,900.00	-	68,900.00
AFP:				
STEWART	100% FEDERAL	661,300.00		661,300.00
	100% FEDERAL SRM			-
	75% FEDERAL			-
	100% FEDERAL SIMULATOR			-
	TOTAL FEDERAL	661,300.00	-	661,300.00
	25% STATE			-
	GRAND TOTAL	661,300.00	-	661,300.00
AFP:				
GRAND TOTAL (ALL BASES)	100% FEDERAL *	1,637,100.00	-	1,637,100.00
	100% FEDERAL SRM	-	-	-
	75% FEDERAL	-	-	-
	100% FEDERAL SIMULATOR	-	-	-
	TOTAL FEDERAL	1,637,100.00	-	1,637,100.00
	25% STATE	-	-	-
	GRAND TOTAL	1,637,100.00	-	1,637,100.00
AFP Total:	\$0.00			

* Includes Ft. Drum

Unit	STATE	Locality Pay	SCA/Civilian Authorizations	MAX Salary Limit for Unit (GS-9&GS-11)
136 SFS	TX	Dallas-Fort Worth, TX	1	\$ 69,117.36
137 SFS	OK	REST OF UNITED ST	27	\$ 1,470,485.83
138 SFS	OK	REST OF UNITED ST	21	\$ 1,146,232.61
139 SFS	MO	REST OF UNITED ST	21	\$ 1,146,232.61
140 SFS	CO	Denver-Aurora-Boulder	1	\$ 70,177.01
141 SFS	WA	REST OF UNITED ST	1	\$ 65,388.56
142 SFS	OR	Portland-Vancouver-Be	21	\$ 1,208,383.80
143 SFS	RI	Boston-Worcester-Mar	21	\$ 1,253,064.38
144 SFS	CA	REST OF UNITED ST	21	\$ 1,306,458.00
145 SFS	NC	REST OF UNITED ST	21	\$ 1,146,232.61
146 SFS	CA	Los Angeles-Long Bea	21	\$ 1,485,630.00
147 SFS	TX	Houston-Baytown-Hun	21	\$ 1,292,323.05
148 SFS	MN	REST OF UNITED ST	21	\$ 1,146,232.61
149 SFS	TX	REST OF UNITED ST	1	\$ 65,388.56
150 SFS	NM	REST OF UNITED ST	1	\$ 65,388.56
151 SFS	UT	REST OF UNITED ST	21	\$ 1,146,232.61
152 SFS	NV	REST OF UNITED ST	21	\$ 1,146,232.61
153 SFS	WY	REST OF UNITED ST	21	\$ 1,146,232.61
154 SFS	HI	State of Hawaii	3	\$ 177,043.94
155 SFS	NE	REST OF UNITED ST	21	\$ 1,146,232.61
156 SFS	PR	Other Nonforeign Area	21	\$ 1,012,168.56
157 SFS	NH	Boston-Worcester-Mar	21	\$ 1,253,064.38
158 SFS	VT	REST OF UNITED ST	21	\$ 1,146,232.61
159 SFS	LA	REST OF UNITED ST	1	\$ 65,388.56
161 SFS	AZ	Phoenix-Mesa-Scottsd	21	\$ 1,172,338.12
162 SFS	AZ	REST OF UNITED ST	21	\$ 1,146,232.61
163 SFS-A	CA	Los Angeles-Long Bea	16	\$ 1,070,339.00
164 SFS	TN	REST OF UNITED ST	21	\$ 1,146,232.61
165 SFS	GA	REST OF UNITED ST	21	\$ 1,146,232.61
166 SFS	DE	Philadelphia-Camden-Y	21	\$ 1,222,842.24
167 SFS	WV	Washington-Baltimore	21	\$ 1,247,240.85
168 SFS	AK	State of Alaska	1	\$ 71,419.94
169 SFS	SC	REST OF UNITED ST	25	\$ 1,362,401.42

Unit	STATE	Locality Pay	SCA/Civilian Authorizations	MAX Salary Limit for Unit (GS-9&GS-11)
101 SFS	ME	REST OF UNITED ST	24	\$ 1,308,359.22
102 SFS	MA	Boston-Worcester-Mar	29	\$ 1,725,696.96
103 SFS	CT	Hartford-West Hartford	21	\$ 1,263,305.78
104 SFS	MA	Hartford-West Hartford	21	\$ 1,263,305.78
105 SFS	NY	New York-Newark-Brid	21	\$ 1,292,423.46
106 SFS	NY	New York-Newark-Brid	21	\$ 1,292,423.46
107 SFS	NY	Buffalo-Niagara-Cattar	1	\$ 67,003.80
108 SFS	NJ	Philadelphia-Camden-	1	\$ 69,758.88
109 SFS	NY	REST OF UNITED ST	21	\$ 1,146,232.61
110 SFS	MI	REST OF UNITED ST	21	\$ 1,146,232.61
111 SFS	PA	Philadelphia-Camden-	21	\$ 1,222,842.24
113 SFS	MD	Washington-Baltimore-	2	\$ 129,955.24
114 SFS	SD	REST OF UNITED ST	21	\$ 1,146,232.61
115 SFS	WI	REST OF UNITED ST	21	\$ 1,146,232.61
116 SFS	GA	REST OF UNITED ST	2	\$ 119,430.77
117 SFS	AL	REST OF UNITED ST	21	\$ 1,146,232.61
118 SFS	TN	REST OF UNITED ST	21	\$ 1,146,232.61
119 SFS	ND	REST OF UNITED ST	21	\$ 1,146,232.61
120 SFS	MT	REST OF UNITED ST	21	\$ 1,146,232.61
121 SFS	OH	Columbus-Marion-Chill	21	\$ 1,176,354.35
122 SFS	IN	REST OF UNITED ST	21	\$ 1,146,232.61
123 SFS	KY	REST OF UNITED ST	21	\$ 1,146,232.61
124 SFS	ID	REST OF UNITED ST	25	\$ 1,362,401.42
125 SFS	FL	REST OF UNITED ST	21	\$ 1,146,232.61
126 SFS	IL	REST OF UNITED ST	1	\$ 65,388.56
127 SFS	MI	Detroit-Warren-Flint, M	34	\$ 2,009,594.12
128 SFS	WI	Milwaukee-Racine-Wa	21	\$ 1,185,792.50
129 SFS	CA	San Jose-San Francis	21	\$ 1,637,254.76
130 SFS	WV	REST OF UNITED ST	21	\$ 1,146,232.61
131 BW	MO	REST OF UNITED ST	8	\$ 443,683.98
132 SFS	IA	REST OF UNITED ST	21	\$ 1,146,232.61
133 SFS	MN	Minneapolis-St. Paul-S	21	\$ 1,214,508.56
134 SFS	TN	REST OF UNITED ST	21	\$ 1,146,232.61

Unit	STATE	Locality Pay	SCA/Civilian Authorizations	MAX Salary Limit for Unit (GS-9&GS-11)
171 SFS	PA	Pittsburgh-New Castle	21	\$ 1,168,422.29
172 SFS	MS	REST OF UNITED ST	21	\$ 1,146,232.61
173 SFS	OR	REST OF UNITED ST	21	\$ 1,146,232.61
174 SFS	NY	REST OF UNITED ST	21	\$ 1,146,232.61
175 SFS	MD	Washington-Baltimore-	21	\$ 1,247,240.85
176 SFS	AK	State of Alaska	3	\$ 189,473.94
177 SFS	NJ	Philadelphia-Camden-	21	\$ 1,222,842.24
178 SFS	OH	Dayton-Springfield-Gre	21	\$ 1,167,117.02
179 SFS	OH	REST OF UNITED ST	21	\$ 1,146,232.61
180 SFS	OH	REST OF UNITED ST	21	\$ 1,146,232.61
181 SFS	IN	REST OF UNITED ST	29	\$ 1,578,570.23
182 SFS	IL	REST OF UNITED ST	21	\$ 1,146,232.61
183 SFS	IL	REST OF UNITED ST	21	\$ 1,146,232.61
184 SFS	KS	REST OF UNITED ST	2	\$ 119,430.77
185 SFS	IA	REST OF UNITED ST	21	\$ 1,146,232.61
186 SFS	MS	REST OF UNITED ST	21	\$ 1,146,232.61
187 SFS	AL	REST OF UNITED ST	21	\$ 1,146,232.61
188 SFS	AR	REST OF UNITED ST	21	\$ 1,146,232.61
189 SFS	AR	REST OF UNITED ST	1	\$ 65,388.56
190 SFS	KS	REST OF UNITED ST	21	\$ 1,146,232.61
192 SFS	VA	REST OF UNITED ST	1	\$ 65,388.56
193 SFS	PA	REST OF UNITED ST	21	\$ 1,146,232.61
204 SFS	TX	REST OF UNITED ST	5	\$ 281,557.37
233 SFS	CO	Denver-Aurora-Boulder	16	\$ 940,173.15
254 SFS	GU	Other Nonforeign Area	1	\$ 65,388.56
CRTC-GA	GA	REST OF UNITED ST	27	\$ 1,470,485.83
CRTC-MI	MI	REST OF UNITED ST	27	\$ 1,470,485.83
CRTC-MS	MS	REST OF UNITED ST	27	\$ 1,470,485.83
CRTC-WI	WI	REST OF UNITED ST	27	\$ 1,470,485.83
Z-TOTALS			1,692	95,681,177

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 23 ANG SECURITY COOPERATIVE AGREEMENT

Section 2301. General.

a. This Appendix to the Master Cooperative Agreement (MCA) prescribes the terms, conditions policies and administrative procedures related to the National Guard Bureau's (NGB's) federal contribution for the Air National Guard (ANG) Security Forces Division's (NGB/A7S) Security Cooperative Agreement program within the State. This Appendix is also referred to as the Security Cooperative Agreement (SCA).

b. Statement of Facts.

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

(2) NGB is authorized to contribute 100 percent of federal funds to the State for certain expenses incurred in rendering security services. NGB/A7S shall provide 100 percent federal support within funding limitations for authorized SCA personnel.

(3) The Grantee may contract for security services, **which is what NGB/A7S prefers**, provided appropriate paragraphs and clauses are included as prescribed by Article VIII of the Master Cooperative Agreement (MCA) and that the minimum performance specifications listed in this Appendix are met.

Section 2302. Additional Definitions. (Reserved).

Section 2303. Office of Primary Responsibility.

a. The Office of Primary Responsibility for this Appendix is the Air National Guard Security Forces Division (NGB/A7S), National Guard Bureau, Air National Guard Readiness Center, 3500 Fetchet Avenue, **Joint Base Andrews**, MD 20762-5157.

b. Director, NGB/A7S, for the purposes of this Appendix, is the designee of the Chief, National Guard Bureau, and is the individual authorized to make final approval of all SCA program budgets and modifications to them and to the language of this Appendix, to authorize distribution of SCA funds to the USPFO, to receive specified accounting reconciliation reports, and to take any other action on behalf of NGB, as specifically reserved under this Appendix for NGB/A7S. Within NGB/A7S, the Programs and Resources branch (NGB/A7SX), specifically, the SCA Program Manager, acts on behalf of the Director in the daily administration of this Appendix. The Chief of Security Forces (CSF) at each SCA location serves as the CA PM for this Appendix.

Section 2304. Scope of Agreement.

a. Scope of Agreement. The Grantee shall provide security services to include:

(1) Control entry to and egress from the location via designated entry/exit points.

(2) Monitor alarm equipment and Intrusion Detection Systems (IDS) when applicable and initiate appropriate response forces.

(3) Patrol/protect location perimeters and equipment storage areas to detect or deter unauthorized entry.

(4) Provide administrative support to unit Security Force Operations.

(5) Provide other service necessary to secure location resources and personnel as approved by the Installation Defense Council (IDC).

b. Performance Specifications.

(1) Security Program activities will be performed in accordance with Air Force Instruction (AFI) 31-101, Integrated Defense and the ANG Supplement 1.

(2) Standards of employment, physical qualifications, physical agility test, training and certification requirements and weapons qualification will be in accordance with Section 2308 of the Appendix.

(3) SCA personnel utilizing a DoD Civilian Police or Security Guard position description (GS-0083, 0085, or equivalent) will meet the standards of Department of Defense (DoD) 5210.90.

Section 2305. Authorized Activities/Charges.

a. Personnel.

(1) Payments for salaries, to include approved overtime and allowable benefits, in accordance with State personnel policy for the payment of salary and benefits of like state government positions within the same geographic area. 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 employees under this appendix will have corresponding limitations. 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.

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

(3) 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.

b. Costs for travel expenses and per diem, at a rate consistent with state travel regulations and not exceeding the federal Joint Travel Regulation (JTR) Volume II authorizations, for performing Administrative Services activities away from their home office.

(1) Costs for job-related professional training authorized by NGB/A7S, to include training fees associated with certification, examinations or licenses required by state or federal agencies for operations in support of the Security Agreement.

(2) Costs for travel expenses and per diem, at a rate consistent with state travel regulations and not exceeding the Federal Joint Travel Regulation (JTR) Volume II authorizations, for performing ANG security service activities away from their home office.

(3) Costs for regular overtime that are required by Fair Labor Standards Act (FLSA), based on the work schedule authorized by the SMD, will be allowed and funded in each budget cycle. Scheduled overtime should be avoided. When operational requirements or personnel circumstances dictate additional staffing in support of the mission, the CSF can authorize overtime to satisfy minimum staffing requirements.

c. Equipment/Supplies/Uniforms.

(1) Costs for operational supplies. (i.e. radios, batteries, flashlights etc.).

(2) Government equipment may be provided for Grantee use as Government Furnished Equipment (GFE) and/or Vehicles IAW NGR 5-1, Chapter 7. The absence of GFE and/or Vehicles does not relieve the Grantee from its primary responsibility for performance of the terms and conditions outlined in this Appendix.

(3) Costs for standard security guard uniforms and for Personal Protective Equipment (PPE), duty gear, and other job related equipment that will assist or is required for SCA personnel to perform their duties.

Section 2306. Unauthorized Activities/Charges.

a. All charges/activities not authorized in Section 2305 or otherwise approved by NGB/A7S by exception prior to execution of funds are unauthorized.

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 2307. Financial Plan (FINPLAN)/Budget Requirements.

a. Annual Financial Plan Submission.

(1) The state CA PM shall submit a FINPLAN each fiscal year for the SCA program as directed by NGB to NGB/A7SX for approval. The FINPLAN shall list by line item the Security Guard Services to be funded under this Appendix and the amount of that line item for which it expects reimbursement from NGB/A7S.

(2) The FINPLAN shall be approved before the execution of this Appendix. It will include the number of authorized personnel, number on board at the time the FINPLAN is submitted, and the projected date of all authorized positions.

(3) The total amount of the budget shall be the maximum amount for which NGB is obligated to reimburse the State for the costs of performance of this Appendix. The CA PM must submit a request to NGB/A7S when it wishes to decrease the budget amount.

(4) Any increase to the budget must be approved by NGB/A7S, even if such increase will not cause the maximum obligation amount stated in the Appendix to be exceeded. If such approval increases the amount of the maximum obligation NGB/A7S stated, NGB/A7S shall, if additional funds are available, cause the maximum obligation amount to be increased. The request shall include an updated FINPLAN reconciliation report as an enclosure. The request shall not be binding until it receives the approval of NGB/A7S. The request and approval shall not be binding, nor can any expenditure of funds so implied therein take place, unless a CA modification to this Appendix has been executed.

(5) Though the SCA is intended to be 100% federally funded, federal resources for reimbursement of state salaries and benefits are limited. NGB/A7S maintains a salary and benefit standard and federal funding for salaries and benefits will be limited to this amount. The CA PM should coordinate with NGB/A7S in establishing salary and benefit levels to ensure that funding will be available. Other funding sources can supplement the Federal SCA funding, but must be tracked and recorded. Local FM or state additives to the SCA program are authorized and do not require approval from NGB/A7S. Additional information and current updates on SCA funding will be provided on the ANG Security Forces Community of Practice (CoP).

(6) NGB/A7S may unilaterally increase or decrease the FINPLAN total, or the total for any line item.

b. Element of Expense/Investment Codes (EEICs). Unless otherwise authorized by NGB/A7S directive, EEICs in the NGB/A7S approved FINPLAN are the only authorized EEICs for use.

c. The state CA PM must provide NGB/A7S with a mid-year report (NLT 1 March) showing the number of SCA personnel employed and funds expended. The CA PM shall provide a report of the total salary and benefits expended for each SCA employee upon the request of NGB/A7S.

Section 2308. Appendix Administration.

a. Standards for Employment. The Grantee will establish qualification standards for employment as a security guard in accordance with this Appendix, as well as state and local laws and statutes. SCA employees must have a high school diploma or equivalent (GED) and must be a minimum of 18 years of age. Basic character traits of honesty, courtesy, tact, cooperation, personal appearance, and bearing are important factors required of security guards. Integrity, dependability, and good mental and physical fitness also are required of such personnel.

(1) All ANG SCA employees must meet the medical screening requirements of like/similar state security positions as identified in state personnel regulation directives. In the absence of state regulation standards refer to Office of Management Personnel Management (OPM) General Schedule (GS) 0085, Security Guard Series requirements.

1. All ANG SCA personnel must obtain a favorable National Agency Check **with Inquiries (NACI)**. Personnel may be hired prior to a completed **check**. Failure to obtain or retain a **favorable NACI for a position of trust** is basis for removal. Individuals convicted of domestic violence are not eligible for hire or retention as ANG SCA employees. Upon notification of conviction, individual will be disarmed. Other convictions will be addressed on an individual basis.

2. State and Military Driver's License. All ANG SCA personnel performing security guard duties are required to possess and maintain a current state driver's license, and will obtain and maintain a military driver's license to operate assigned military security vehicles.

3. Physical Agility Standards. The TAG or installation Commander will establish initial hire and annual physical agility certification requirements that measure the individual's ability to accomplish the essential functions of the position for which hired. The requirements will include minimum performance-based standards that are based on occupational tasks. Accepted standards will include anaerobic/aerobic endurance, agility, and strength. These standards should be based on current law enforcement community accepted tests of physical fitness. Tests will be conducted on a regular recurring basis (at least annually).

4. Weapons/ammunition and security. Absent state and local standards, initial hire and annual weapons qualification will be conducted in accordance with Air Force Instruction (AFI) 36-2226 and AFI 31-207, for the type of weapon required for armed security. Records of individual qualification results must be documented. A pre-employment screening per the Lautenberg Amendment to the Gun Control Act of 1968 will be made for all armed security personnel.

- Federally-owned weapons and ammunition, with approval of the Unit Commander, **can** be issued to state **SCA** employees **for use in the performance of their official duties**.
- Federally-owned weapons and ammunition **shall not** be issued to state contracted **SCA** employees. Costs associated with the weapons and ammunition for **contracted SCA employees will be borne by the contractor, the selection of weapons and ammunition is subject to approval of the Unit Commander, and will not affect the level of federal funding available**.
- The use of privately-owned firearms and or ammunition **by SCA personnel** is strictly prohibited.
- Storage and accountability of weapons and ammunition on ANG installations or facilities will be in accordance with prescribed local ANG directives

b. Use of Force and Rules of Engagement. The Adjutant General, in conjunction with the Staff Judge Advocate will determine and identify specific Use of Force and Rules of Engagement for security operations based on state and local laws and statues. SCA personnel performing security duties will be armed as deemed appropriate by the Adjutant General for the performance of their duties.

c. All initial and recurring proficiency training requirements must be met. TAG and installation commands may establish specific local training programs, in addition to the annual requirements, to identify and address local security issues (such as specific priorities, unique physical security issues). All state employees or contract employees shall receive initial training prior to assignment of duties.

- (1) Use of Force IAW AFI 31-207.
- (2) Rules of engagement.
- (3) Legal considerations and jurisdiction.
- (4) Security Forces concepts and operations.
- (5) Communication procedures.
- (6) Searching and handcuffing.
- (7) Personal Protective Equipment and procedures to include blood borne pathogens training.
- (8) Task certification (for specific job for which hired).

d. SCA Authorizations. The IDC will establish the security needs for the location. NGB/A7S provides an intended number of personnel or authorizations for SCA locations. These authorizations establish the federal salary funding limit for a location. A unit may have more employees than authorizations, but federal funding will be limited to the number of authorizations based on NGB/A7S funding limit. A location can employ personnel beyond the authorization level if there is enough funding to support and all employees are performing security or administrative related functions. NGB/A7S and Unit CSF must concur with the additional positions, in writing.

e. The Unit CSF, or designated representative, serves as the day to day technical supervisor for ANG Security at the unit level. The IDC will assess and determine which SCA authorized positions are to be filled. The Unit CSF will be consulted on all personnel actions concerning SCA employees to include hiring, firing, personnel evaluations, disciplinary actions and other performance related issues.

f. Uniforms. SCA personnel are required to wear a uniform while performing security duties. The TAG or installation Commander will determine the appropriate SCA employee uniform. The uniform must identify the SCA employees, present a professional image, and distinguish the civilian chain-of-command structure within the Security Forces unit. SCA personnel will wear the issued uniform at all times while on official duty. SCA personnel will be required to reimburse the actual cost of replacement for any uniform or equipment item lost or damaged through negligence as determined by the CSF.

g. Unit Exercises, Inspections and Assessments: SCA personnel will support organizational exercises, inspections and assessments, performing duties and services defined within this Appendix.

h. All changes to the terms or conditions of this Appendix shall be processed in accordance with IAW NGR 5-1, Chapter 3.

Section 2309. Funding Limitations.

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 State 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 State. Funds shall be obligated as received by the CA PM.

c. The following funding limitations are provided for each fiscal year as it occurs.

1. Fiscal Year 2010:	Approved Budget/(AFP) \$3,116,120.18	Total Dollars Obligated \$3,116,120.18
2. Fiscal Year 2011:	Approved Budget/(AFP) \$3,142,982.48 IKA \$ 1,000.00	Total Dollars Obligated \$3,142,982.48
3. Fiscal Year 2012:	Approved Budget/(AFP) \$4,027,100.00	Total Dollars Obligated \$2,871,300.00
4. Fiscal Year 2013:	Approved Budget/(AFP) \$4,000,100.00	Total Dollars Obligated \$4,000,100.00
5. Fiscal Year 2014:	Approved Budget/(AFP) \$1,637,100.00	Total Dollars Obligated \$

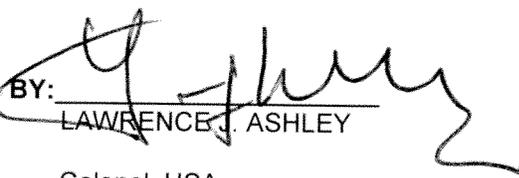
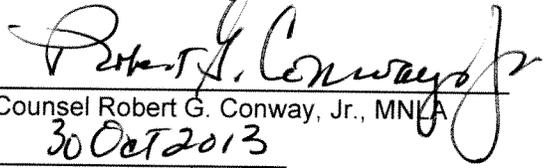
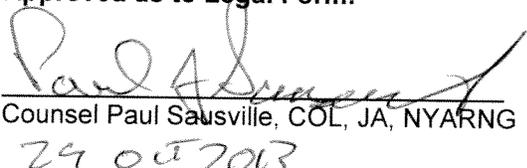
Section 2310. Agreement Particulars.

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):	New York 12110-3514
_____ (To include Zip + 4)	
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:	Air
j. Program Source Agency:	57
k. Transaction Type:	Cooperative Agreement
l. CFDA:	12.401
m. CFDA Program Title:	Operation and Maintenance, Air National Guard
n. Program Source Account-Funding:	3840
o. Treasury Appropriation Code:	3840
p. Award/Obligation/Action Date:	01 Oct 2013
q. Starting Date:	01 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>30 Oct 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>4 Oct 13</u> (Date)</p>
<p>Approved as to Legal Form:</p> <p> Counsel Robert G. Conway, Jr., MNKA</p> <p><u>30 Oct 2013</u> (Date)</p>	<p>Approved as to Legal Form:</p> <p> Counsel Paul Sausville, COL, JA, NYARNG</p> <p><u>29 Oct 2013</u> (Date)</p>