

COOPERATIVE AGREEMENT MODIFICATIONAgreement/Appendix Title and Number: **W912PQ-17-2-1024**Project Name/Description and Location: **ANG Fire Protection Activities**Modification Number: **P0001**

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: OPEN FY 17 APP 1024

Action	Funding Source	From	Change	To
FED	Allotment		\$0.00	
FED	AFP		\$6,381,685.00	\$6,381,685.00
IKA	In-Kind Assistance		\$0.00	

DESCRIPTION OF MODIFICATION:

1. JUSTIFICATION: OPEN W912PQ-17-2-1024, Appendix 1024, ANG Fire Protection Activities for Fiscal Year 2017.

2. SUMMARY: Appendix, W912PQ-16-2-1024 is hereby extended for Fiscal Year 2017. The effective date is 01October 2016 and the termination date is 30September 2017. Appendix W912PQ-16-2-1024 is changed to read W912PQ-17-2-1024 for FY2017.

3. ACTION: TAG signature and review of the Fire Protection Activities Appendix 1024, MOD 1. Return signed modification to MNPF-EA, Room 207, Cooperative Agreements, x4775/4709.

4. This Appendix is subject to the availability of funds.

5. Replace pages 6 of Appendix 1024, FY 17 with updated attachment.

6. As FY2017 budgets are approved by NGB, program managers will add funding to the Appendix by separate modification.

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: _____

ANTHONY P. GERMAN
Major General, NYANG
The Adjutant General

Date: 9/29/16**NATIONAL GUARD BUREAU:**

BY: _____

LAWRENCE J. ASHLEY
Colonel, USA
USPFO for New York

Date: 29 Sep 16**APPROVED AS TO LEGAL FORM:**

BY: _____

Counsel Robert G. Conway, Jr., MNLA

Date: 23 Sep 2016**APPROVED AS TO LEGAL FORM:**

BY: _____

Counsel Sean D. O'Brien, LTC, JA, NYARNG

Date: 26 Sep 2016

APPENDIX 24 ANG FIRE PROTECTION ACTIVITIES

Section 2401. General.

a. This Appendix to the Master Cooperative Agreement prescribes the terms, conditions, policy and administrative procedures for the National Guard Bureau's (NGB) federal contribution for the Air National Guard Fire Protection Activities (ANGFPA) Program within the State.

b. Statement of Facts. The authorities and provisions set forth in NGR 5-1, National Guard Grants and Cooperative Agreements, are incorporated into this Appendix by reference.

Section 2402. Additional Definitions. (Reserved)

Section 2403. Office of Primary Responsibility.

a. The Office of Primary Responsibility for this Appendix is The Civil Engineer (NGB/A7), National Guard Bureau, Air National Guard Readiness Center, 3501 Fetchet Avenue, Andrews AFB, MD 20762-5157.

b. The Civil Engineer, 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 Fire Protection Activities Financial Plans and modifications to them and to the language of this Appendix, to authorize distribution and recall of Fire Protection funds to the USFPO, to receive specified accounting reconciliation reports, and to take any other action on behalf of NGB or the Chief, NGB, as specifically reserved under this Appendix for NGB/A7. Within the Civil Engineer Directorate, the Chief, Emergency Services Branch (NGB/A7XF) acts for The Civil Engineer in the day-to-day administration of the Appendix.

c. The Federal Technician Fire Chief is responsible for all Appendix matters as the CA Program Manager at the Base. He/she coordinates as necessary with the BCE and Asst USFPO for Air (Fiscal) regarding annual Financial Plan submittals. **The Fire Chief shall be responsible for participating, as an advisor to the State personnel management team, on matters relating to Collective Bargaining negotiations between the State and the State's Bargaining Unit employees.**

Section 2404. Scope of Agreement.

a. Scope of Services.

(1) The Grantee shall provide Aircraft Rescue and Fire Fighting (ARFF) services to installations identified by NGB/A7XF. (Installations include, but are not limited to, ANG Flying Units, Geographically Separated Units (GSUs) and Training Sites). **Grantees may provide fire protection services with or without an assigned aircraft on a case by case basis approved by NGB/A7 in accordance with DODI 6055.06 and AFI 32-2001 requirements.** Performance of these functions will be accomplished per AFI 32-2001, and ANG Sup 1 to AFI 32-2001, The Fire Protection Operations and Fire Protection Program, herein after referred to as AFI 32-2001 and ANG Sup 1, specifically Attachment 10. Additional services will provide initial structural, rescue, emergency medical and hazardous materials (HAZMAT) response. The State ANGFPA shall include, but not be limited to, actions by the **Grantee through employment by the State, to hire**, sufficient personnel, to accomplish the following tasks. NGB/A7 will determine the authorized number of personnel for each installation.

1. Fire protection for all ANG aircraft, facilities and equipment according to applicable Department of Defense (DOD), Air Force and Air National Guard directives or until the unit is mobilized under Federal Law.

2. Monitor alarm equipment and initiate action necessary to obtain appropriate response.

3. Administrative support for the fire protection operations.
4. Other services necessary to provide fire protection for applicable aircraft, facilities and equipment to include:
 - Aircraft Emergency Response (in-flight or ground emergencies, barriers, etc.
 - Structural Alarm Response - initial response and investigation as a minimum.
 - Rescue Operations, including, but not limited to: aircraft egress, equipment, and automobile extraction, facility rescue (dependent upon available staffing and equipment.)
 - Medical Services (EMS) – Provide emergency medical response, First Aid/First Responder or emergency medical technician – basic (EMT-B) as a minimum, to be determined by the Fire Chief, not to exceed level of training, and as approved by the local Medical Commander.
 - Hazardous Materials (HAZMAT) Response (Operations Level at a minimum, up to the level designated by the Fire Chief).
 - Fuel & Hydrazine Spill Response.
 - Mutual Aid/Reciprocal Agreements established at the local level. Technical Rescue (confined space, high and low angle rope, structural collapse, etc) - established at local level.
 - Wild Land Fire Fighting (urban-wild land interface only as required to protect ANG facilities) - determined by State requirement.
 - Alarm Room Operations - established at local level.
 - Air Force Incident Management System (AFIMS) – Fire Department ICS.
 - Technical Services – facility inspections, customer training, fire prevention, project plans and construction review, code and criteria review, extinguisher inspection and maintenance, systems inspection assistance, and pre-fire planning for installations, including GSUs, according to NGB/A7 policy.
 - Contingency Response (bomb threat, anti-hijacking, terrorist, etc.) - determined at local level.
 - Participation in installation exercises and assessments.
 - Station duties – to include housekeeping, grounds and vehicle/equipment operator maintenance.

(2) Fire fighters are authorized to provide training for all DOD, federal and state personnel within the appropriate certification level. This applies to home station, RTS and CRTS locations. Questions regarding this authorization should be addressed to the NGB CA PM.

(3) Fire Department services deemed necessary by the Grantee or local command beyond the scope of services listed above will be supported by State or other locally available funds.

(4) NGB/A7 will determine the authorized number of personnel for each installation. NGB/A7XF may allow on a case-by-case basis, the conversion of up to two authorized positions from firefighter to Assistant Chief in Fire Prevention and Training sections only, to be reimbursed up to the GS10 Step 2 level.

b. Performance of Specifications.

(1) The Grantee shall operate Fire Protection Services in accordance with National Fire Protection Association (NFPA) 1500, 1582, 1561, 1404, 1975, 472, 1581, 1001, 1002 and 1003 Standards. AFI 32-2001, Fire Major Vehicle Standby - Vehicle Standby's will be in accordance with Technical Order 00-25-172 (ANG Sup 1) and local policy.

Section 2405. Authorized Activities/Charges.

a. **The states have the authority to utilize funding that has been validated and funded to administer the fiscal year's Appendix 24 Cooperative Agreement. NGB/A7XF will not provide any additional funding, except for new hires which will be pro-rated from the start date. The program is reimbursable and salaries and benefits must be allowable and reasonable. NGB/A7XF does not fund vacant positions, and excess funds must be returned to NGB/A7XF until the position is filled.**

b. If a State has a pay freeze or pay cap, a hiring freeze or employee furloughs for like positions throughout the State then State ANG FP employees will have corresponding limitations. Regular overtime that is required by **Fair Labor Standards Act (FLSA)**, based on the work schedule authorized by the State, will be allowed and funded in each budget cycle in accordance with AFI 32-2001 ANG SUP 1 to the extent the funds are available. **The Fire Chief** must notify NGB/A7XF at the start of each fiscal year regarding anticipated excess funds resulting from furloughs, hiring freezes or military members that are deploying in a leave without pay status.

(1) **Overtime, pursuant to the requirements of the Fair Labor Standards Act (FLSA), will be funded based upon a 56-hour tour of duty. This is based on 53 hours of scheduled regular time, and three hours of scheduled overtime if the employee meets the Section 207K requirements of the Fair Labor Standards Act.**

c. When operational requirements or personnel circumstances dictate additional staffing in support of the mission, the Fire Chief can authorize overtime to satisfy minimum staffing requirements. Overtime may be approved on an exception basis (filling for sick or annual leave, emergency, or training classes, etc.) as identified in AFI 32-2001 and ANG Sup 1, Attachment 10.

d. Costs for initial physical, annual physical, medical evaluation and required tests.

e. Costs for inoculations and equipment required for an individual to meet the Infectious Disease Control and Occupational Safety and Health programs.

f. Costs for Station Work Uniforms meeting the requirements of AFI 32-2001 and ANG Sup 1, Attachment 10.

g. Costs for athletic apparel when the Fire Department has a structured physical fitness program as required in NFPA 1583 (must comply with AFI 32-2001 and ANG Sup 1, Attachment 10).

h. Costs for Personal Protective Equipment.

i. Travel expenses at a rate consistent with State regulations for Fire Protection personnel performing duty away from their home stations.

j. **ANGFPA fire departments may provide fees associated with new requirements, Emergency Medical Technician (EMT) – Basic Certification, re-certification of Emergency Medical Technician – Basic, or EMT licenses required by state or federal agencies to include National Registry for Emergency Medical Technician the performance of fire protection activities.**

k. Costs associated with the upkeep of station work uniforms and bedding materials. (This does not include furniture or mattresses).

l. ANGFWA support shall only be provided for those facilities and services identified by NGB/A7XF, unless authorized by exception.

Section 2406. Unauthorized Activities/Charges.

a. ANGFWA funds will not be utilized to purchase firefighting equipment, supplies, and normal operating supplies/items for the fire department without NGB/A7XF approval.

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

c. All charges or costs for items/activities not authorized in Section 2405 above shall be submitted to NGB/A7XF for approval prior to expenditure of funds.

d. NGB will not reimburse for more than is authorized in Air Force Instruction (AFI) 36-815. Eligible part-time or uncommon tours of duty employees earn an equivalent of three workweeks of military leave each fiscal year based upon their schedule. For example, employees with a 53-hour workweek accrue 159 hours of military leave each fiscal year; employees with a 56-hour workweek accrue 168 hours each fiscal year.

e. Meals during regular or overtime hours at regularly scheduled duty location shall not be reimbursed.

f. Reimbursement of monthly or one-time worker's compensation payouts (claims); additional post-retirement costs, such as additional costs associated with post-retirement health insurance; early retirement incentives, such as bonuses or payouts; and, post-retirement monthly payment of vacation or annual leave, shall not be authorized.

g. Reimbursement of costs associated with arbitration services, professional or otherwise, in the negotiation and settlement of a grievance or other formal complaint filed by an employee or a group of employees, shall not be authorized **unless request is made to, and approved by NGB/A7XF in advance.**

h. Reimbursement of costs incurred by, or associated with, the process of collective bargaining between the State and its employees covered by a Bargaining Unit (a legally organized labor union) for the purposes of negotiating matters involving employment issues, such as general working or safety conditions on the job, job qualifications and the like, shall not be authorized.

i. Reimbursement of increased costs relating to employment issues agreed to in a Collective Bargaining Agreement between the State and its employees covered by a Bargaining Unit, such as increases in salaries, benefits, etc., shall not be authorized, **except as outlined in Section 2405a.** Increases in such costs shall be borne by the State.

j. All other charges/activities not authorized in Section 2405 must be approved on a case by case basis by NGB/A7XF prior to execution.

k. Costs listed as unallowable/unauthorized in 2 CFR Part 200, Subpart E – Cost Principles, Special Consideration for Selected Items of Cost.

l. Fire fighters are expected to have the appropriate certifications for the duty positions above the grade of fire fighter, when they apply for a new position. Required certifications to meet established requirements will not be reimbursed after the individual is hired.

- m. Reimbursement will not be allowed for any merit salary increase or benefit increase due to certifications.

Section 2407. Financial Plan Requirements.

a. Financial Plan Submission.

(1) The CA PM shall submit a Financial Plan (Fin Plan) each fiscal year to NGB/A7XF for approval. The Fin Plan shall list by line item the Fire Protection services to be funded under this Appendix and the amount of that line item for which it expects reimbursement from NGB.

(2) The Fin Plan shall be approved before the execution of this Appendix, and shall be submitted for approval as directed to NGB/A7XF for each succeeding fiscal year.

(3) The total funded 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.

(4) NGB/A7XF may unilaterally increase or decrease the Fin Plan total, the total for any facility or service, or the total of any line item.

(5) Any increase to the budget must be approved by NGB/A7XF. The request shall include an updated Fin Plan reconciliation report as an enclosure. The request and approval of funds shall follow the procedures in NGR 5-1 and NGB financial guidance.

(6) Though the Fire Protection Services Appendix is intended to be 100% federally reimbursed, federal resources for reimbursement are limited. . The CA PM should coordinate with NGB/A7XF in establishing salary and benefit levels to ensure that funding will be available. Other funding sources can supplement the funding of this Appendix but must be tracked and recorded. Local FM or State additives to the Fire Protection Program are authorized and do not require approval from NGB/A7XF.

b. Element of Expense/Investment Codes (EEICs): EEICs will be in accordance with NGB/FM financial guidance for that year.

c. Classifications on the Fin Plan will be Assistant Chief, Crew Chief, and Fire Fighter.

Section 2408. Appendix Administration.

a. Personnel.

(1) ANGFWA employees, work under the day to day supervision of the Base Fire Chief or his/her designee. Supervision will not go outside of the BCE functional area. All State fire fighters will be under a fire fighter or public safety position description, and appropriate State retirement program.

(2) The Base Fire Chief will be involved in all personnel actions concerning the State employees to include hiring, firing, performance evaluations and other personnel actions.

(3) Standards of employment of fire fighters shall be in accordance with AFI 32-2001 and ANG Sup 1. Minimum standards for employment in the ANGFWA Fire Fighter Program consist of the following. Failure to maintain minimum standards may be cause for dismissal.

1. Education: High school diploma or equivalent (GED).

2. Minimum Age: 18.

3. Physical Fitness and Agility: Separate entry level and annual maintenance programs will be developed at State level with consideration of employee age and required position duties.

4. Security Clearance: ANG FPA fire fighters must obtain a favorable background investigation, and have an appropriate clearance to allow access to computer networks and restricted areas in the performance of their duties.

5. State License: All ANG FPA fire fighters are required to possess and maintain a current State driver's license. ANG FPA fire fighters will meet all training and performance requirements required by Air Force Fire protection Training and pass the performance test. The fire chief will maintain a current and up-to-date listing of all State employees qualified and certified to operate each vehicle, and provide it to the Grantor (USPFO).

(4) Staffing/Vehicles. The following provides general guidance concerning vehicle response and fire protection staffing levels in support of various levels of mission activity. The specific staffing of shifts and work schedules is at the discretion of the Fire Chief. ANG will provide the manning for the Department; it will be up to the Fire Chief to manage the staffing to insure adequate coverage based on mission and circumstances. Staffing will be provided based on ANGMS 44EF00 as offset by Secretary of Air Force policy letter requiring consideration of other available resources at that specific location.

(5) Fire fighter staffing will be reduced to directly reflect the level of mission activity below full staffing at the discretion of the Fire Chief.

(6) Staffing levels for installations located on a civil airport with an FAA Index between A and E with paying passenger carrying (i.e., commercial) aircraft, response will comply with FAA standards (FAR Part 139) during nonmilitary flying hours until such time as one-half hour after the Tower is closed for commercial flights.

b. Fire fighter Work Schedule: ANG FPA fire fighter work schedules will be locally developed in direct support of the installation mission activity. Work schedules must comply and funding will be tracked in accordance with the requirements for Fair Labor Standard Acts. Fire fighters will work a minimum of a 56 hour work week if staffing has been provided to support 24 hour operations.

c. Training Qualification and Certification Standards: Minimum certification standards are established for each level of the Air National Guard Aircraft Rescue Fire fighter (ARFF) Program in accordance with the accredited fire fighter certification program defined in AFM 32-2003. The minimum for fighter certification standards by position are contained in AFI 32-2001 and ANG Sup 1, Attachment 10.

(1) Civilian/Military Certification Equivalents:

1. Fire fighter (AFSC 3E731/51): Required DOD Certification [Fire Fighter II, Airport Fire Fighter, HAZMAT Operations, Driver/Operator Pumper, ARFF & Tender]. All certifications must be attained within twelve months of employment, including completion of the DOD Fire Protection School, DoD-sponsored Career Development Courses (CDC) or equivalent certification accredited by International Fire Service Accreditation Congress (IFSAC) or national fire service accreditation.

2. Crew Chief (AFSC 3E751/71): Required DOD Certification [Those identified above for Airport fire fighter along with Fire Officer I, Fire Instructor I, Fire Inspector I, and HAZMAT Incident Commander].

3. Assistant Chief of Operations (AFSC 3E771/91): DOD Certification [Fire Officer III, Fire Instructor II, Fire Inspector II and HAZMAT Incident Command].

4. Assistant Chief of Training (AFSC 3E771): Required DOD Certification [Fire Officer III, Fire Instructor III, Fire Inspector II, and HAZMAT Incident Commander].

5. Assistant Chief of Prevention (AFSC 3E771): Required DOD Certification [Fire Officer III, Fire Instructor II, Fire Inspector III, and HAZMAT Incident Commander].

d. Uniforms/Accouterments. The following provides guidance concerning uniform standards and wear.

(1) Uniform Material Performance: Station work uniforms shall comply with NFPA 1975, "Standard on Station/Work Uniforms for Fire and Emergency Services" and can be 100% natural fibers (reference Department of Defense Instruction (DODI) 6055.6. Flame retardant station work uniforms are not required.

(2) Station Work Uniform: The standard uniform for civilian fire fighters will consist of a uniform shirt, uniform trousers, belt, socks, footwear, Air Force Fire Protection Badge, name tag, epaulets or collar brass, and patches. If the fire department only has personnel who are military members, it will be at the discretion of the Installation Commander to have them wear the Airmen Battle Uniform (ABU) in lieu of this uniform. Funding for civilian uniforms, not BDUs, will be included in the budget process. Authorized station work uniforms and associated information for replacement will be in accordance with AFI 32-2001 and ANG Sup 1, Attachment 10.

1. ANGFWA fire fighters will support organization exercises, inspections and assessments, performing duties and services defined within this Appendix.

2. The CA PM or Grantee must submit a request through the USPFO to NGB-PARC-A when it wishes to change the instructions, terms, or conditions of this Appendix. NGB-PARC-A shall submit the request to NGB/A7XF for review and approval before acting on the request. If approved, the change shall not be binding until a modification to this Appendix is executed and signed by the grantor and grantee as required by NGR 5-1, Chapter 3.

3. The request will not take effect, nor can any expenditure of funds so implied therein take place, until it receives the approval of NGB/A7XF.

4. Modifications to this Appendix incorporating initial fiscal year funding will be sent by the CA PM to NGB/A7XF for review and concurrence.

Section 2409. 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 the Appendix are available for reimbursement to the Grantee. Funds shall be obligated as received by the CA PM.

c. In accordance with Section 2407 the following funding limitations are provided for each fiscal year as it occurs.

1. Fiscal Year 2016 :	Approved Budget/(AFP) \$6,381,685.00 IKA: \$7,800.00	Total Dollars Obligated \$6,381,685.00
2. Fiscal Year _____:	Approved Budget/(AFP) \$ _____	Total Dollars Obligated \$ _____
3. Fiscal Year _____:	Approved Budget/(AFP) \$ _____	Total Dollars Obligated \$ _____
4. Fiscal Year _____:	Approved Budget/(AFP) \$ _____	Total Dollars Obligated \$ _____
5. Fiscal Year _____:	Approved Budget/(AFP) \$ _____	Total Dollars Obligated \$ _____

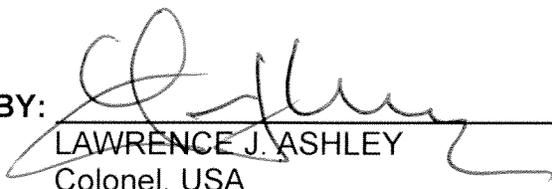
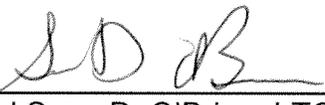
Section 2410. Agreement Particulars.

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, 12210-3514
- e. Grantee/Recipient County
(Primary Place of Performance): Albany
- f. Grantee/Recipient Congressional District
(Primary Place of Performance): 36
- g. Major Agency: DoD
- h. Agency Code: 5700
- 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: 1 Oct 2016
- q. Starting Date: 1 Oct 2016
- r. Ending Date: 30 Sep 2017
- s. Record Type: Individual Action
- t. Fiscal Year/Quarter: 2017/21st Qtr
- a. Unique Federal Award Identification Number (FAIN) W912PQ-17-2-1024
- b. Approved Budget Amount: \$6,381,685.00
- c. R&D Award (Yes or No) No
- d. Indirect Cost Rate or CPP Rate: \$ 14,764.000

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:  ANTHONY P. GERMAN Major General, NYANG The Adjutant General</p> <p><u>9/29/16</u> (Date)</p>	<p>NATIONAL GUARD BUREAU:</p> <p>BY:  LAWRENCE J. ASHLEY Colonel, USA USP&FO for New York</p> <p><u>29 Sep 16</u> (Date)</p>
<p>Approved as Legal Form:</p> <p> Counsel Robert G. Conway, Jr., MNLA</p> <p><u>23 Sep 2016</u> (Date)</p>	<p>Approved as to Legal Form:</p> <p> Counsel Sean D. O'Brien, LTC, JA, NYARNG</p> <p><u>26 Sep 2016</u> (Date)</p>