



Mailing Address:
1 Baldwin Street
Drawer 33
Montpelier, Vermont 05633-5701

Tel.: (802) 828-2295
Fax: (802) 828-2483

**STATE OF VERMONT
JOINT FISCAL COMMITTEE**
1 Baldwin Street
Montpelier, Vermont 05633-5701

MEMORANDUM

To: James Reardon, Commissioner of Finance & Management

From: Rebecca Buck, Staff Associate *RB*

Date: January 11, 2008

Subject: Status of Positions Request

No Joint Fiscal Committee member has requested that the following item be held for review:

JFO #2309 – Request from the Military Department to establish two (2) new limited service positions: one (1) Administrative Assistant A and one (1) Construction Clerk III. These sponsored positions will be 100% federally funded through a continuing Master Cooperative Agreement and will provide needed administrative support.

[JFO received 12/12/07]

In accordance with 32 V.S.A. §5, the requisite 30 days having elapsed since this item was submitted to the Joint Fiscal Committee, the Governor's approval may now be considered final. We ask that you inform the Secretary of Administration and your staff of this action.

cc: Linda Morse
Michael Dubie
Molly Paulger
Jenny Audet



State of Vermont
Department of Finance & Management
109 State Street, Pavilion Building
Montpelier, VT 05620-0401

[phone] 802-828-2376
[fax] 802-828-2428

Jim Reardon, Commissioner

MEMORANDUM

TO: Representative Michael Obuchowski
FROM: David Beatty, Budget Analyst, F&M
RE: December 21, 2007
DATE: Adding grant positions to the Military department during the statewide position reduction project

Becky Buck forwarded the following two questions on your behalf for our response:

- 1) Why are we creating positions while at the same time we are reducing/eliminating positions?
- 2) How is the creation of these positions justified in an analytical sense vs. those that are being deleted?

The Department of Human Resources process of managing state positions, with an overall goal of reducing the total number of state positions by certain amounts during the current and next fiscal year, will likely include decisions to add positions in some areas and to eliminate positions in other areas. These position decisions will be made within the framework of achieving a sustainable level of state government considering departments' mission, program responsibilities and services. Obviously, departments' ability to utilize resources in an effective and efficient manner will be challenged.

Factors that favor adding these positions to the Military department at this time include the importance of the federal alert mission that the Military is accepting, the 25/75 and 20/80 state/federal funding for the positions, the significant economic effect and family support benefit of bringing these jobs to the Burlington area (the relocation of the alert assignment from Virginia to Vermont involves bringing Guard members back to the state full-time instead of deploying these Vermonters to Virginia for temporary duty away from their family), and the short-term nature of the positions.

Going forward the administration is looking at end dates for limited services positions. Departments have been put on notice that this is an area the administration is looking at closely and will be monitoring limited service position expiration dates with the goal of eliminating those positions at that time, although each situation will be reviewed on a case-by-case basis.

Please do not hesitate to contact me if I can be of further assistance.

cc: Jim Reardon, Commissioner of F&M
Sue Zeller, Deputy Commissioner of F&M
Linda McIntire, Deputy Secretary of Administration

Molly Paulger, Director, DHR Classification, Compensation & HRIS
Becky Buck, JFO





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Molly Paulger, Director, DHR Classification, Compensation & HRIS
Becky Buck, JFO





From: Rebecca Buck
To: David, Beatty,
Subject: Questions from Rep. Obuchowski re: JFO #2308, #2309

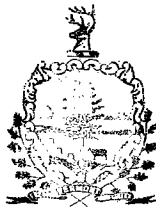
Hi David. Representative Michael Obuchowski has a couple of questions with regard to JFO #2308 (Military request to establish 3 new ltd srv positions) and JFO #2309 (Military request to establish 2 new ltd srv positions).

While generally questions associated with items are directed at personnel within the requesting agency or department, these questions are of a more general nature and pertain to establishment and abolishment of positions. After talking with Steve Klein we felt they should be referred to you in Finance and Management with a cc to Molly Paulger in Human Resources. For your convenience a copy of my transmittal memo is attached and I am also going to forward you the voice message I received from Rep. Obuchowski.

- 1) Why are we creating positions while at the same time we are reducing/eliminating positions?
- 2) How is the creation of these positions justified in an analytical sense vs those that are being deleted?

Pleas cc me on your response to Rep. Obuchowski. Thanks. --Becky

CC: Klein, Steve; Molly.Paulger@state.vt.us; Obuchowski, Michael



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**STATE OF VERMONT
JOINT FISCAL COMMITTEE**
1 Baldwin Street
Montpelier, Vermont 05633-5701

MEMORANDUM

To: Joint Fiscal Committee Members

From: Rebecca Buck, Staff Associate *RB*

Date: December 13, 2007

Subject: Positions Requests

Enclosed please find two (2) requests which the Joint Fiscal Office recently received from the Administration:

JFO #2308 – Request from the Military Department to establish three (3) new limited service positions: Maintenance Mechanic II. These sponsored positions will be 95% federally funded through a continuing Master Cooperative Agreement and will provide the needed maintenance support for the temporary additional Vermont National Guard mission expected in January 2008.

[JFO received 12/10/07]

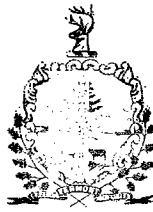
JFO #2309 – Request from the Military Department to establish two (2) new limited service positions: one (1) Administrative Assistant A and one (1) Construction Clerk III. These sponsored positions will be 100% federally funded through a continuing Master Cooperative Agreement and will provide needed administrative support.

[JFO received 12/12/07]

The Joint Fiscal Office has reviewed these submissions and determined that all appropriate forms bearing the necessary approvals are in order.

In accordance with the procedures for processing such requests, we ask you to review the enclosed and notify the Joint Fiscal Office (Rebecca Buck at 802/828-5969; rbuck@leg.state.vt.us or Stephen Klein at 802/828-5769; sklein@leg.state.vt.us) if you would like any item held for legislative review. Unless we hear from you to the contrary by December 27 we will assume that you agree to consider as final the Governor's acceptance of these requests.

cc: James Reardon, Commissioner
Linda Morse, Administrative Assistant
Michael Dubie, Adjutant General
Molly Paulger, Classification Manager
Jenny Audet, Classification Program Technician



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Michael Dubie, Adjutant General
Molly Paulger, Classification Manager
Jenny Audet, Classification Program Technician

STATE OF VERMONT
GRANT POSITION ACCEPTANCE FORM

JFo #
2309

GRANT SUMMARY: Master Cooperative Agreement (W912LN-06-2-1000)
Appendix P00001 W912LN-08-2-1001

DATE: December 5, 2007

DEPARTMENT: Department of Military
Army Service contract

GRANT AMOUNT: \$1,792,325

GRANT PERIOD: January 1, 2005 – December 31, 2010

GRANTOR/DONOR: U.S. Department of Defense/National Guard Bureau

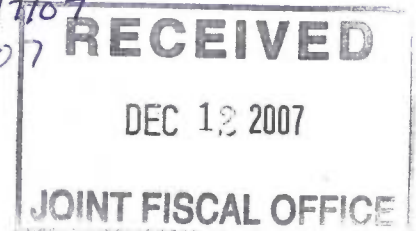
POSITIONS REQUESTED (LIMITED SERVICE):
Two positions: 1 Administrative Assistant A and 1 Construction Clerk

ANY ON-GOING, LONG-TERM COSTS TO THE STATE:
The positions are expected to be 100% federally funded for 3 years. Three years of state service will automatically qualify the people filling these positions to be eligible for state employee RIF rights.

COMMENTS: *DWS 12-6-07*
None.

DEPT. FINANCE AND MANAGEMENT:
SECRETARY OF ADMINISTRATION:
SENT TO JOINT FISCAL OFFICE:

(INITIAL) *[Signature]*
(INITIAL) *[Signature]*
(DATE) *12/10/07*



STATE OF VERMONT
Joint Fiscal Committee Review
Limited Service – Grant or MCA Funded
Position Request Form

This form is to be used by agencies and departments when additional grant funded positions are being requested. Review and approval by the Department of Human Resources must be obtained prior to review by the Department of Finance and Management. The Department of Finance will forward requests to the Joint Fiscal Office for JFC review. A Request for Classification Review Form (RFR) and an updated organizational chart showing to whom the new position(s) would report must be attached to this form. Please attach additional pages as necessary to provide enough detail.

Agency/Department: Military Department

Date: 26-Sept-2007

Name and Phone (of the person completing this request): John B. Patry, 802-338-3315

Request is for:

Positions funded and attached to a new grant.

Positions funded and attached to an existing grant approved by JFO # _____

Master Cooperative Agreement #W912LN-06-2-1000 These positions have not been approved by JFO, but are part of an existing funding document.

1. a: Name of Granting/Funding Agency, b: Title of Grant/MCA, c: Grant/MCA Funding Detail (attach grant/MCA documents):

a: National Guard Bureau / Military Dept, b: Master Cooperative Agreement #W912LN-06-2-1000, c: Master Cooperative Agreement (MCA) in Support of VT National Guard (VTNG) Operations and Training (Document Attached) Appendices #1- ARNG Facilities Program, #2- ARNG Environmental Resources Mgt, #3- ARNG Security Guard Activities, #7- ARNG Sustainable Range Programs.

2. List below titles, number of positions in each title, program area, and limited service end date (information should be based on grant award and should match information provided on the RFR) position(s) will be established only after JFC final approval:

<u>Title* of Position(s) Requested</u>	<u># of Positions</u>	<u>Division/Program</u>	<u>Grant Funding Period/Anticipated End Date</u>
<u>Administrative Assistant A</u>	<u>One (1)</u>	<u>Army Service Contract/Military MCA Appndx #1</u>	<u>5 year MCA Exp. 30-SEP-2010</u>
<u>Construction Clerk III</u>	<u>One (1)</u>	<u>Army Service Contract/ Military MCA Appndx #1</u>	<u>5 year MCA Exp. 30-SEP-2010</u>

*Final determination of title and pay grade to be made by the Department of Human Resources Classification Division upon submission and review of Request for Classification Review.

3. Justification for this request as an essential grant program need:

The justification for this position is that the annual funding for and size of the program and work required has more than tripled in the last seven years (from \$1.4M to \$4.8M) without a corresponding increase in staff. This trend is predicted to continue growing for the foreseeable future. In addition Military Construction (MILCON) projects range in magnitude from \$1.7M to \$34M annually that requires Project Management and increased facilities square footage adding to the already heavy amount of Operations and Maintenance Administrative support duties. This was most recently highlighted by Single State Audits of the MCA returning findings of late submittal for reimbursements from Federal fiscal source and inadequacies of Procurement and Project Management Documentation. The requested positions are to directly address these shortfalls to assure this program's future compliance with Chief Financial Officers (CFO) Act and Cash Management Improvement Act (CMIA) accounting regulations and statutes

STATE OF VERMONT
Joint Fiscal Committee Review
Limited Service – Grant or MCA Funded
Position Request Form

I certify that this information is correct and that necessary funding, space and equipment for the above position(s) are available (required by 32 VSA Sec. 5(b)).

Thomas Edwards 10/26/07
Signature of Agency or Department Head Date

Molly Paulsen 10/31/07
Approved/Denied by Department of Human Resources Date

Jim Runk 12/6/07
Approved/Denied by Finance and Management Date

Ronald McLean 12/7/07
Approved/Denied by Secretary of Administration Date

Comments:

State of Vermont
DOD - Natl Guard Mil Operations Agreement
Master Cooperative Agreement
1/20/06

Handwritten initials and notes in the top right corner.

GRANTS & AGREEMENTS OFFICE
U.S. Property & Fiscal Office for Vermont
789 Vermont National Guard Road
Camp Johnson, Colchester, VT 05446-3099

VT-PFO-GOR

13 July 2005

MEMORANDUM THRU

VT-JAG, Ellen J. Abbott, LTC, Green Mountain Armory, 789 Vermont National Guard Road, Colchester, VT 05446-3099
Office of the Attorney General, 109 State Street, Montpelier, VT 05609-1001

9/13/05
forwarded to
USPFO
etc

FOR The Adjutant General, MG Martha T. Rainville, Green Mountain Armory, 789 Vermont National Guard Road, Colchester, VT 05446-3099

SUBJECT: Master Cooperative Agreement (MCA) W912LN-06-2-1000, with Appendices

1. The existing Master Cooperative Agreement, DAHA43-00-2-1000 and its 9 Army and Air National Guard Appendices will expire on 30 September 2005. A new Master Cooperative Agreement (MCA) W912LN-06-2-1000 with these same 9 Appendices are attached for implementation on 01 October 2005.
2. As required by Article XI of this Agreement, this office request your legal review and signature on the MCA and each Appendix. Please note that there are 2 copies of each Appendix, both requiring original signatures; one copy will be filed with the USPFO-Vermont, the other to be retained by the affiliated National Guard Bureau Program Office. Please ensure all signatures are complete prior to departing your office.
3. At the completion of legal review by the VT-JAG Officer and State Attorney Generals Office, approval by signature is requested of the Adjutant General on the Master Cooperative Agreement, and each appendix, repeating, 2 copies each appendix.
4. Contact Mrs. Barbara Jarrett at 338-3183 for any questions.

Barbara S. Jarrett
BARBARA S. JARRETT
Grants Officer Representative
USPFO for Vermont

Encl:
as

Note: The Appendices are attached
4/13/05

March 2005

MASTER COOPERATIVE AGREEMENT

AGREEMENT NO. W912LN-06-2-1000

PAGE 1 OF 24 PAGES

ISSUED BY: NATIONAL GUARD BUREAU

ISSUED TO: THE STATE OF VERMONT

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EXECUTION

By executing this Master Cooperative Agreement, the parties agree to the terms and conditions contained herein, including attachments.

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

THE STATE OF VERMONT BY: <u><i>Martha T. Rainville</i></u> MARTHA T. RAINVILLE, MG THE ADJUTANT GENERAL <u>03 AUGUST 2005</u> Date	NATIONAL GUARD BUREAU BY: <u><i>George E. Pigeon</i></u> GEORGE E. PIGEON, Col, NGB USPFO for VERMONT <u>10 Aug 05</u> Date
Approved as to legal form: <u><i>Minim... AAL</i></u> Counsel	Approved as to legal form: <u><i>[Signature]</i></u> Counsel

APPENDIX 1: MODIFICATIONS	
ISSUED BY NATIONAL GUARD BUREAU	ISSUED TO THE STATE OF VERMONT
AGREEMENT NO. W912LN-08-2-1001	Page 1 of 1
MODIFICATION NO. P00001	ARNG FACILITIES PROGRAM
A. This modification is issued pursuant to 31 U.S.C Section 6301-6308, and Article VII, Section 703 of the Master Cooperative Agreement, W912LN-06-2-1000. The modification is described in the accompanying attachment(s).	
B. This modification reflects administrative changes.	
C. Other: Attached Program Manager's Request for Modification provides the Initial FY08 Maximum Funding Limitations. Funding Allowance Target (FATS) documents are attached.	

Federal Share	Maximum Funding Limitations			Estimated Cost	
	Previous Balance	Current Modification	Revised Balance	Previous Balance	Revised Balance
100%	.00	852,497.00	852,497.00		3,200,097.00
75%	.00	406,767.00	406,767.00		406,767.00
50%	.00	198,736.00	198,736.00		198,736.00
Federal Total	.00	1,458,000.00	1,458,000.00		3,805,600.00
In-Kind Assistance	.00	2,200.00	2,200.00		.00
State Share	Previous Balance	Current Modification	Revised Balance		
25%	.00	135,589.00	135,589.00		135,589.00
50%	.00	198,736.00	198,736.00		198,736.00
State Total	.00	334,325.00	334,325.00		334,325.00
Grand Total	.00	1,792,325.00	1,792,325.00		4,139,925.00

Within the 100% Federal share indicated above, \$2,200.00 is being withheld and designated specifically as In-Kind Assistance.

EXECUTION

Except as provided herein, all terms and conditions of the Master Cooperative Agreement remain unchanged in full force and effect. IN WITNESS WHEREOF, the parties by their authorized representatives; execute this Master Cooperative Agreement Modification.

THE STATE OF VERMONT BY: <u><i>[Signature]</i></u> MICHAEL D. DUBIE, MG The Adjutant General Date: <u>20 Nov 2007</u>	NATIONAL GUARD BUREAU: BY: <u><i>[Signature]</i></u> GEORGE E. PIGEON, Col USAF USPFQ for VERMONT Date: <u>29 Nov 2007</u>
Approved as to budget form: BY: _____ State Resource Manager	Approved as to budget form: BY: <u>See Program Mgr's Attached MOD</u> Date: <u>13 November 2007</u>

ARTICLE I - SCOPE, PURPOSE AND AUTHORITY

Section 101. General.

a. The National Guard Bureau (NGB) and the State have entered this Master Cooperative Agreement (MCA) to establish the terms and conditions applicable to the contribution of NGB funds or in-kind assistance for the operation and training of the State Army and Air National Guard

b. Except for funds, equipment, supplies, personnel, or training acquired, issued, supplied, assigned or provided directly by NGB for the operation and training, including provisioning of Distance Learning Project (DLP) services, of the State Army and Air National Guard under other applicable statutes and regulations, this MCA and attached appendices includes all terms and conditions related to NGB's contribution of funds for the operation and training of the Army and Air National Guard within the State.

c. The attached Appendices are integral to this MCA.

Section 102. Scope.

The scope of this MCA includes all activities enumerated in the Appendices.

Section 103. Performance Specifications.

Specifications, for the performance of activities within the scope of this MCA, are contained in the Appendices.

Section 104. Authority.

a. Title 32 U.S.C. §§ 106 and 107 authorize the NGB to contribute funds for the support of the operation and training of the State Army and Air National Guard.

b. This MCA is a Cooperative Agreement within the meaning of 31 U.S.C. §§ 6301-6308.

ARTICLE II - OBLIGATIONS OF THE PARTIES

Section 201. Obligations of the State.

- a. The State shall exercise its best efforts to supervise, manage, operate and/or maintain all activities or projects within the scope of this MCA according to sound, efficient, commercial practice and the terms, conditions, and specifications of this MCA.
- b. The State will obligate sufficient funds to pay its share of the costs of this MCA and, where NGB provides services in kind, the costs of which are to be shared under the terms of this MCA, to reimburse NGB in the manner provided in this MCA.
- c. The State's obligations are contingent upon the NGB funding of this MCA in each fiscal year.

Section 202. Obligations of NGB.

- a. NGB shall reimburse the State for the allowable costs incurred in performance of this MCA according to its terms and conditions for reimbursement.

~~b. Whenever the terms of this MCA provide for approval by NGB, the approval will not be unreasonably withheld. Any request for approval shall be considered and acted upon by NGB in a timely fashion.~~

- c. NGB may provide in-kind assistance in the form of Federally procured supplies and/or services under terms and conditions as this MCA may provide. However, equipment provided in accordance with (IAW) the provisions of DLP is not in-kind assistance.

- d. The obligations of NGB are subject to the availability of Federal funds for the MCA and the State's funding contribution for its share of the costs of this MCA.

ARTICLE III - COSTS

Section 301. General.

NGB shall reimburse the State for the allowable costs of the performance of this MCA.

Section 302. Estimated Cost.

- a. The total estimated costs of this MCA are specified in the Appendices.
- b. The State shall share in the costs of this MCA as provided for in the approved Budgets and Financial Plans as provided in Sections 403 and 404 as reflected in the approved Appendices.

Section 303. Cost Sharing.

a. Wherever any item of cost for the performance of this MCA as listed in a Budget/Financial Plan as required in Article IV of this MCA, is identified to be funded in-part by State contributions and in-part by NGB contributions, NGB shall be obligated to reimburse the State only for its percentage share of the total costs that would otherwise be allowable under this MCA.

[Instructions: Use the following when a cash advance for the State share of in-kind assistance is required.]

b. Whenever NGB provides "in-kind" assistance, the costs of which are funded in-part by NGB contributions and in-part by State contributions as provided for in this MCA. The USPFO may not exceed the dollar value of the Federal Share of the cooperative agreement.

[Instructions: Use the following when the State share of in-kind assistance will be recovered by crediting payments due.]

b. Whenever NGB provides "in-kind" assistance, the costs of which are funded in-part by NGB contributions and part by State contributions as provided for in this MCA, the State shall credit the amount of its share of the cost of in-kind assistance against the costs claimed for reimbursement under this agreement on the next voucher submitted following the USPFO's provision of the State's share of in-kind assistance cost to the State.

Section 304. Allowability of Costs

Except as otherwise stated in this Article or elsewhere in this MCA, the allowability of costs incurred by the State in performance of this MCA shall be determined according to the terms and conditions of OMB Circular A-87, as amended, 32 CRF Part 33, as amended, and Chapter 5, NGR 5-1/ANGI 63-101 effective at the time the cost is incurred.

Section 305. Advance Agreements on the Allowability of Costs

a. No cost incurred by the State that is contrary to any restriction, limitation, or instruction contained in any Budget and/or Financial Plan under this MCA shall be allowable.

b. Indirect costs, as such costs are defined in OMB Circular A-87, shall be unallowable, unless the costs are listed in subsection c.

c. The costs of compensation for personnel services, including the cost of fringe benefits, including, but not limited to, the costs of workmen's compensation, unemployment compensation, State sponsored life and health insurance, and retirement benefits shall be allowable in the amount determined in accordance with the procedures set forth in NGR 5-1/ANGI 63-101.

Section 306. Fiscal Year Close-out and Settlement.

a. Within 90 days after the end of the fiscal year or upon termination of the CA, whichever is earlier, the State shall promptly deliver to the USPFO, as a representative of NGB, a final accounting of all funding and disbursements under the agreement for the fiscal year. After completion of the State's final accounting, USPFO shall make a final settlement of the total N contribution for that fiscal year.

b. If unliquidated claims and undisbursed obligations arising from the State's performance of the agreement will remain 90 days or longer after the close of the fiscal year, the State shall provide a detailed listing of uncleared obligations and a projected timetable for their liquidation and disbursement no later than 31 December. The USPFO shall then set an appropriate new timetable for the State to submit their final accounting.

c. Costs incurred in a fiscal year which are not disclosed by the State within 90 days of the end of the fiscal year, except costs associated with unliquidated claims and undisbursed obligations arising from the State's performance of the agreement which the State has reported, shall not be eligible for reimbursement by NGB. The USPFO may extend the 90-day limit for good cause shown.

d. The USPFO shall close out the agreement when it has been determined that all-applicable administrative actions and all required work of the agreement has been completed. The close out modification requires signatures of the Grants Officer for NGB and the TAG for the State, unless Federal or State legislation specifies otherwise. Forward closeout Modification to the Program Manager if requirement is identified in their individual Appendix.

Section 307. Program Income.

a. With the exception of DLP, program income shall be used in accordance with 32 CFR § 33.25(g)(2). Amendment of a Budget or Financial Plan to reflect the addition of program income will be accomplished as provided in this MCA. The addition of program income to a Budget or Financial Plan shall not change the total dollar amount of NGB's Federal share of the Activity Budget or Financial Plan.

b. The State shall account for all gross revenue proceeds which it receives from the operation of any facility or service, the operation and maintenance of which is included within the scope of this MCA. All program income shall be added to the State contribution in addition to any State cost share requirements.

c. Unless otherwise specifically provided in this MCA, the State shall report all program income as an increase to the contribution under the agreement. (See NGR 5-1/ANGI 63-101, Chapter 3, paragraph 3-8 for an example of reporting program income.)

ARTICLE IV - FUNDING LIMITATIONS

Section 401. Funding Limitation.

- a. The maximum funding limitation amount for NGB for any fiscal year is specified in the Appendices.

[Instruction: Add maximum for next FY year by agreement modification to the applicable Appendix. The maximum in a particular FY will be adjusted during a FY by unilateral modification by the Grants Officer increasing the maximum when funding is received or by bilateral modification during the FY.]

- b. If, at any time within the fiscal year, the State determines that NGB's share of allowable costs has reached the amount reflected in this section or determines that the total amount of NGB's share of allowable costs exceeds 90% of the amount reflected in this section, the State will notify the USPFO in writing. The notice shall state the total estimated amount of NGB's share of allowable costs and the amount of the State's share of allowable costs necessary to complete a fiscal year.

- c. Within its discretion, NGB may unilaterally increase the maximum funding limitation reflected in this section at any time.

- d. The State shall have no obligation to incur costs which exceed NGB's share of the maximum funding limitation of this Section.

Section 402. Method of Funding.

- a. The Army National Guard Appendices shall be incrementally funded. It is the intention of the parties that the maximum obligation of NGB, as stated in Section 401, shall be increased periodically subject to the availability of funds.

- b. The Air National Guard Appendices shall be fully funded.

- c. If a portion of the MCA is fully funded and a portion incrementally funded, the Section 401 maximum funding limitation would reflect the total budgets of the fully funded Appendices and the funded amounts of the budgets for the incrementally funded Appendices.

Section 403. Budgets.

This Section applies only to the Army National Guard Activities.

- a. The State shall submit a Budget each fiscal year for each Activity listed in an Appendix to this MCA in the form required by NGB for approval. Upon approval, a summary sheet for each Activity Budget shall be included as part of the Appendix incorporated into this MCA.

- b. The Budgets shall be approved before the execution of this MCA or before NGB funding of this MCA in any fiscal year. Each Budget shall be submitted for approval to NGB by June 30 of the preceding fiscal year for each succeeding fiscal year.

- c. The total amount of each Budget shall be the maximum amount for which NGB is obligated to reimburse the State for performance of this MCA. NGB may incrementally fund each Appendix and may unilaterally increase the maximum funding amount. If incrementally funded, each Budget shall so state and shall state the total estimated cost of the performance of the activities funded in the applicable Fiscal Year and the anticipated intervals at which additional funds shall be provided. These anticipated intervals are subject to the availability of funds.

- d. Unless otherwise provided for in this section or the Activity Appendix, any change to a Budget may be changed only by amendment of this MCA. Either party may propose a change to a Budget by submitting a proposal in writing to the other party.

Section 404. Financial Plans.

This Section applies only to the Air National Guard Activities.

a. The Unit shall submit a Financial Plan each fiscal year for each Activity listed in an Appendix to this MCA in the form required by NGB for approval. Upon approval, a summary sheet for each Activity Financial Plan shall be included as part of the Appendix incorporated into this MCA.

b. The Financial Plans shall be approved before the execution of this MCA or before NGB funding of this MCA in any fiscal year. Each Financial Plan shall be submitted for approval to NGB by June 30 of the preceding fiscal year for each succeeding fiscal year.

c. The total amount of each Financial Plan shall be the maximum amount for which NGB is obligated to reimburse the State for performance of this MCA. The Unit may add additional funds from their local account which may be added to the total amount obligated to reimburse the State for the cost of performance of this MCA by official amendment. Federal funds, which require State cost share funds, shall not be added where the State cost share funds are not available. Additional funds may be provided at various time during the year if additional requirements are validated.

~~d. Unless otherwise provided for in this section or the Activity Appendix, any change to a Financial Plan may be changed only by amendment of this MCA. Either party may propose a change to a Financial Plan by submitting a proposal in writing to the other party.~~

Section 405. Limitation on the Availability of Funds For State Obligation.

a. Funds provided by NGB under this MCA for any Fiscal Year are available for obligation (as the term "obligation" is defined in 32 CFR 33.3) by the State only in that Fiscal Year.

b. Allowable costs must be incurred in the funding period specified in the MCA. NGB is obligated to reimburse the State for the allowable cost incurred in performance of the MCA, up to the MCA funding limit.

c. If any funds provided by NGB under this MCA are available for obligation by the State for more than one Fiscal Year, the limitation on availability of funds for State obligation shall be as provided in Paragraphs a. and b. for the Fiscal Years for which the funds are available.

ARTICLE V - PAYMENT

Section 501. Payment by the Reimbursement Method.

a. Periodically, but no less than once a month the State shall provide to the USPFO for ARNG reimbursements and the Assistant USPFO for Air (Fiscal) for ANG reimbursements, a certified statement itemizing the amount of funds expended during the preceding month and the corresponding accounting classification to be charged. The USPFO (or Assistant USPFO for Air (Fiscal)) shall prepare a Standard Form (SF) 1034 [Public Voucher for Purchases and Services Other than Personal] using the aforementioned certified statement as a supporting document; and,

b. Upon verification of the amount shown on the Standard Form 1034, the USPFO (or Assistant USPFO for Air (Fiscal)) shall execute the necessary documentation for reimbursing the State and forward the accompanying documentation to the appropriate disbursing officer for payment.

[Instruction: USE THE FOLLOWING SECTION 502. IF PAYMENT IS TO BE BY CASH ADVANCE.]

Section 502. Payment by Advance.

a. NGB may reimburse the State in advance. The advance payment shall be made according to the procedures established by the Defense Finance and Accounting Service, the NGB, and the USPFO.

b. In addition to any conditions, reports or accounting required under the Defense Finance and Accounting Service procedures, the State shall comply with the following conditions:

1. Amount of advance. The total amount outstanding advanced and unliquidated at any one time shall not exceed the total of the advance payments authorized for each applicable Appendix. The Federal Government shall make advance payments to the State to meet its financial assistance needs as close to the time the State is required to make disbursements. The unliquidated advance payments shall not exceed the unpaid amount of this MCA.

2. Submission of Requests for Advance Payments.

(a) The State shall determine the estimated amount of funds necessary to meet the requirements of paragraph b.3. entitled "Use of Funds," to cover each month's operation under this advance payment financing arrangement. The State shall submit its request for advance payment to the USPFO approximately 30 days prior to the beginning of the period for which any advance payment cash requirement exists.

(b) The USPFO will approve/disapprove request for advance payments. The USPFO shall review the initial request and all subsequent submissions of cash requirements to determine the reasonableness thereof; and insure adjustments are made in relation to prior advances and liquidations. The USPFO will certify ARNG requests by signing in block 13 of the SF 270. ANG requests shall be forwarded to the Assistant USPFO for Air (Fiscal) for certification and payment.

(c) Upon receipt of the USPFO's request for payment and aforementioned supporting documents, the disbursing officer shall draw a Treasury check payable to the State for the amount authorized by the USPFO and forward the check to the State so that the funds shall be available at the beginning of the period for which the cash requirement exists. Electronic data interchange (EDI) and electronic funds transfer are the preferred methods to process payment requests and related actions.

(d) If the USPFO determines that the amount of the advance payment requested for any period is in excess of the State's needs for the period, the amount of the advance shall be decreased accordingly.

3. Use of Funds.

(a) Funds advanced shall be deposited with the Treasurer of the State in a special account indicating the source and purpose of the funds pursuant to State Accounting and Budgetary Procedures Law.

(b) The State agrees to minimize the time elapsing between the transfer of funds from the U.S. Treasury and their disbursement by the State.

(c) The funds provided by this advance payment arrangement are to be used solely to reimburse the State for the items of allowable costs incurred in the performance of this MCA. For ARNG funding, any interpretation required as to the proper use of funds shall be made in writing to the NGB-ARC. For ANG funding, any interpretation required as to the proper use of funds shall be made in writing to the USPFO. Note: Advances under this MCA are subject to the availability of appropriated funds from which the advances can be made.

4. Liquidation of advances and return of funds. Appropriate payment documents (vouchers and/or payrolls) for actual expenditures shall be submitted to the USPFO during the period for which advance payments have been made; the documents shall be reconciled with the advance payments which were previously made and shall be applied to the liquidation of those advance payments outstanding. Any payments due to the State in excess of the outstanding and unliquidated advance payments shall be paid to the State. If upon completion of this agreement, there remains any outstanding and unliquidated advance payment(s), the State shall immediately pay the Federal Government, upon demand, the amount remaining unliquidated. In the event, the State fails to make the payment within 30 days after the date of the demand, interest at the rate in effect at the time, established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat 97, for the Renegotiation Board, shall become due and payable from the date of demand. The State may at any time repay all or part of the outstanding and unliquidated advance payments made hereunder.

5. Access to records. The State shall make records and accounts pertaining to this MCA available for inspection by auditors and other authorized Federal Government officials as required.

Section 503. Direct Federal Payment of State Obligations.

In no event, shall the USPFO make direct payment to a State contractor, State employee, contractor employee, or State vendor for any costs incurred by the State under this MCA.

Section 504. Interest.

The amount of interest due the United States on funds advanced to the State or of interest due the State shall be determined and paid in accordance with 31 U.S.C. § 6503 and the regulations as have been issued by the U.S. Department of Treasury and the Department of Defense, as amended.

ARTICLE VI - DEFINITIONS

Section 601. Army National Guard and Air National Guard Master Cooperative Agreements.

Army National Guard (ARNG) and Air National Guard (ANG) Master Cooperative Agreements mean any agreements entered into by the Department of Defense, National Guard Bureau, with the States, funded by Department of Defense appropriations for the Army National Guard and Air National Guard, for construction, minor construction, distance learning, maintenance, repair, or operation of facilities, operations of the Army National Guard and Air National Guard, and for other programs authorized and directed by Congress or the Department of Defense to be performed by the States and the National Guard Bureau.

Section 602. Air National Guard.

The Air National Guard (ANG) means that part of the organized militia of the several States and Territories, Puerto Rico, and the District of Columbia, active and inactive, that--

- a. is an air force;
- b. is trained, and has its officers appointed, under the sixteenth clause of section 8, article I of the Constitution;
- c. is organized, armed, and equipped wholly or partly at Federal expense; and
- d. is federally recognized (32 U.S.C. § 101).

Section 603. Army National Guard.

The Army National Guard (ARNG) means that part of the organized militia of the several States and Territories, Puerto Rico, and the District of Columbia, active and inactive, that--

- a. is a land force;
- b. is trained, and has its officers appointed, under the sixteenth clause of section 8, article I of the Constitution;
- c. is organized, armed, and equipped wholly or partly at Federal expense; and
- d. is federally recognized (32 U.S.C. § 101).

Section 604. Chief, National Guard Bureau.

The Chief, National Guard Bureau means the head of the National Guard Bureau or his designee.

Section 605. Distance Learning.

- a. **Distance Learning.** Distance learning is the delivery of education or training through electronically mediated instruction including video, audio-graphic, computer, multimedia technology, and other forms of learning to students who are separated geographically from the instructor or teacher.
- b. **Shared or Dual Usage.** The concept that promotes the use of the NGB DLP facilities by individuals or organizations other than the National Guard on a space-available, cost reimbursable basis.
- c. **Shared Usage Site.** A State National Guard DLP training site where persons or entities other than the National Guard are allowed to use National Guard equipment on a space-available, cost-reimbursable basis.
- d. **Readiness Site.** A State National Guard DLP training site where the majority of the usage is for soldier training.
- e. **Community Learning and Information Network (CLIN) Concept.** The CLIN concept is a community learning technology and information delivery system linkage using state-of-the-art technologies that are based on an open systems architectural approach.

Section 606. Equipment.

For the purposes of 32 CFR 33.32, equipment means any equipment purchased for the performance of this MCA that is not "military equipment." Use and disposal of equipment shall comply with the requirement of 32 CFR §33.

Section 607. Fiscal Year.

Fiscal Year (FY) means the Federal Fiscal Year that runs from October 1 to September 30.

Section 608. Grants Officer.

Grants Officer (GO) shall mean an individual appointed by the NGB, Head of Contracting Activity (HCA) authorized to provide approvals, receive reports, modify or change the terms of this MCA, provide funds under the MCA or take any other action for NGB under this MCA except for deciding any appeal of a dispute under this MCA as provided in Section 1203 and any other action delegated to a specific person by this MCA or Appendix. For purposes of this agreement, the Grants Officer shall be the USPFO of the respective State.

Section 609. Grants Officer Representative.

Grants Officer Representative (GOR) means a representative of the Grants Officer acting within the limits of his or her authority as delegated, in writing, by the Grants Officer.

Section 610. Interservice Support Agreement.

An Interservice Support Agreement is a formal agreement that defines recurring services to be provided by one federal supplier to one or more federal receivers and defines the basis for calculating reimbursement charges for services. It shall be used to define clearly the terms and conditions of the agreement including, when appropriate, a cost breakdown, and special instruction for each area/or category of support. The USPFO as an agent of the federal government, is the only individual at the State level that has the authority to enter into an Interservice Support Agreement.

Section 611. In-kind Assistance.

In-kind assistance means the transfer of property or services, (valued at the time of contribution at fair market value) in lieu of funds by NGB to satisfy (in whole or in part) its obligation of assistance support to the State.

Section 612. Military Equipment.

Military Equipment is any equipment issued to a State pursuant to applicable military regulations and accounted for by the State and USPFO.

Section 613. Military Supplies.

Military Supplies are any supplies issued to a State pursuant to applicable military regulations and accounted for by the State and the USPFO.

Section 614. National Guard Bureau.

The National Guard Bureau (NGB) is a Joint Bureau of the Department of the Army and the Department of the Air Force, headed by a chief who is the advisor to the Army Chief of Staff and the Air Force Chief of Staff on National Guard matters. The National Guard Bureau is the channel of communication between the departments concerned and the several States, Territories, Puerto Rico, and the District of Columbia, on all matters pertaining to the National Guard, the Army National Guard of the United States, and the Air National Guard of the United States (10 U.S.C. Chapter 1011) {In lieu of 3040}.

Section 615. Operation and Maintenance Activities.

Operation and Maintenance (O&M) Activities mean and include, but are not limited to actions by the State, through employment by the State, by contract or hire, of sufficient personnel, acquisition by contract of supplies or services, or other necessary actions, to perform the services, tasks, or activities within the scope of this MCA which are properly charged to an Operations and Maintenance appropriation.

Section 616. State.

Any of the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a State exclusive of local governments. (DoDGARS, Part 33.3)

Section 617. Supplies.

For the purposes of 32 CFR 33.33, supplies means any supplies purchased for the performance of this MCA that are not "military supplies."

Section 618. Territory.

Territory means any Territory. However, for purposes of laws relating to the militia, the National Guard, the Army National Guard of the United States, and the Air National Guard of the United States, "Territory" includes Guam and the Virgin Islands (32 U.S.C. § 101).

Section 619. The Adjutant General.

a. The Adjutant General (TAG) is the head of the State [Commonwealth, or Territory] Military Department, appointed by the Governor of the State [Commonwealth, or Territory], according to the respective State's [Commonwealth's, or Territory's] constitution, or statute.

b. The TAG receives funds and property and accounts for all expenditures and property acquired through this MCA; and makes returns and reports concerning those expenditures and that property, as required by this MCA.

Section 620. United States Property and Fiscal Officer.

a. The United States Property and Fiscal Officer (USPFO) is the qualified commissioned officer of the Army National Guard or the Air National Guard, as the case may be, designated by the Chief, National Guard Bureau, to be the United States Property and Fiscal Officer of a State or territory.

b. The USPFO receives and accounts for all funds and property of the United States in the possession of the National Guard for which he is property and fiscal officer; and makes returns and reports concerning those funds and that property, as required by the Secretary concerned. (32 U.S.C. § 708).

Section 621. Unit.

a. The Unit includes Air National Guard (ANG) flying Groups and Wings, Combat Communication Flights and Squadrons, Engineering Installation Flights and Squadrons, and Combat Readiness Training Centers (CRTC).

b. ANG Facilities and Maintenance Activities.

1. For the purposes of the MCA, the Assistant USPFO for Air (Real Property) acts for the Unit in all matters relating to ANG Facilities Operations and Maintenance Activities.

2. The Assistant USPFO for Air (Real Property), at each ANG base/installation is directly responsible for real property accountability, and who maintains all real property records, and implements AF and ANG procedures to account for all Federal real property used by ANG units assigned to the flying base or CRTC assigned for civil engineering support. (NGR 130-6/11-02).

c. ANG Environmental Programs Management.

1. For the purposes of the MCA, the Assistant USPFO for Air (Real Property) acts for the Unit in all matters relating to ANG Environmental Programs Management Activities.

2. The Environmental Specialist at each ANG base/installation assigned for civil engineering support coordinates yearly requirements with the Assistant USPFO for Air (Real Property).

d. ANG Security Guard Management.

1. For the purposes of the MCA, the Assistant USPFO for Air (Real Property) acts for the Unit in all matters relating to ANG Facilities Security Guard Programs.

2. The Security Chief at each flying base or CRTC assigned for civil engineering support coordinates yearly requirements with the Assistant USPFO for Air (Real Property).

ARTICLE VII - GENERAL PROVISIONS

Section 701. Term of Agreement.

Unless sooner terminated by its terms, this MCA shall terminate on 30 SEPTEMBER 2010.

[Instruction: MCA term can be for any period; a five-year term is suggested.]

Section 702. Sole Benefit.

This MCA is intended for the sole benefit of NGB and the State and is not intended to create any other beneficiaries.

Section 703. Modification.

Except as provided in Section 401 of this MCA, this MCA may be modified only by a written instrument signed by the parties hereto. Appendices may be modified separately. However, no Appendix modification may modify this MCA by reference.

Section 704. Successors and Assigns.

This MCA may not be assigned by a party without the express written consent of the other party. All covenants made under this MCA shall bind and inure to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

Section 705. Entire Agreement.

This MCA forms the entire agreement between the parties as to scope and subject matter of this MCA. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this MCA.

Section 706. Severability.

If any provision of this MCA is held judicially invalid, the remainder of the MCA shall continue in force and effect to the extent not inconsistent with such holding.

Section 707. Waiver of Breach.

If a party waives enforcement of any provision of this MCA upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

Section 708. Notices.

Any notice, transmittal, approval, or other official communication made under this MCA shall be in writing and shall be delivered by hand, facsimile transmission, or by mail to the other party at the address or facsimile transmission telephone number set forth below or at such other address as may be later designated:

NGB	GEORGE E. PIGEON, Col, USPFO for VERMONT, Vermont National Guard, 789 Vermont National Guard Road, Colchester, Vermont 05446 Facsimile (802) 338-3375
State	MARTHA T. RAINVILLE, MG ADJUTANT GENERAL, Vermont National Guard, 789 Vermont National Guard Road, Colchester, Vermont 05446 Facsimile (802) 338-3425

Section 709. Execution.

This MCA may be executed in several counterparts, each of which shall be deemed an original. Subsequent execution of any or all attached Appendix shall not affect the legality or enforceability of this MCA.

Section 710. Conflict of Interest.

The State shall insure that its employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

Section 711. Access to and Retention of Records.

The State shall afford any authorized representative of NGB, the Department of Defense, or the Comptroller General access to and the right to examine all records, books, papers, and documents ("Records") that are within the State's custody or control and that relate to its performance under this MCA. The State shall retain all such records intact in a form, if not original documents, as may be approved by NGB for at least three (3) years following termination of this MCA.

Section 712. Change of Circumstances.

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this MCA.

Section 713. Liability and Indemnity.

Except as stated in Section 716, nothing in this MCA shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this MCA. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this MCA shall be determined according to applicable law.

Section 714. Reports.

In addition to any financial or other reports required by the terms of this MCA, NGB may require the State to prepare reports or provide information relating to this MCA. The State agrees to provide the reports within a reasonable time of request and in such detail as may be required.

Section 715. Special State Requirements.

Changes to established requirements of this MCA made necessary by governing state statutes will be coordinated with NGB-JA prior to submission of this MCA for approval by NGB. Upon NGB-JA acceptance of the submitted change or alteration, a complete statement of alterations or changes, along with their justification, must be either presented below or attached to this MCA and will be considered a part thereof. If none, state NONE.

Section 716. GSA Vehicles.

Nothing in this MCA shall be construed as an indemnification by the United States of the State, its employees, agents, or third persons, for liability with respect to any and all claims, including, but not limited to: (1) claims for damages; and (2) claims for reimbursement arising from property loss, personal injury or accident damage related to the use, care, or operation of a GSA vehicle. The State agrees to reimburse the US Government for any damage to the GSA vehicle as a result of operation by a State employee.

ARTICLE VIII - REPRESENTATIONS AND CERTIFICATIONS

Section 801. Applicable Law.

This MCA is incidental to the implementation of a Federal program. Accordingly, this MCA shall be governed by and construed according to Federal law as it may affect the rights, remedies, and obligations of the United States.

Section 802. Governing Regulations.

To the extent not inconsistent with the express terms of this Agreement, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARs) (DoD 3210.6-R) dated 13 Apr 98, OMB Circular A-87, and NGR 5-I/ANGI 63-101, which Circular and Regulations are hereby incorporated into this MCA by reference as if fully set forth herein, shall govern this Agreement.

Section 803. Nondiscrimination.

The Contractor/Vendor agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor/Vendor's performance under this MCA, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Contractor/Vendor covenants and agrees to comply with the following:

- a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued thereunder;
- b. Executive Order 11246 and Department of Labor regulations issued thereunder (41 CFR Part 60);
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued thereunder (32 CFR Part 56); and,
- d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 9).

Section 804. Lobbying.

- a. The Contractor/Vendor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (31 U.S.C. § 1352) is incorporated by reference.

Section 805. Drug-Free Work Place.

- a. The Contractor/Vendor agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.
- b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

Section 806. Environmental Standards.

- a. The Contractor/Vendor agrees that its performance under this contract shall comply with: the requirements Section 114 of the Clean Air Act (42 U.S.C. § 7414) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. § 1318),

that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, Contractor/Vendor or Local environmental regulation.

b. The Contractor/Vendor shall insure that no facility used in its performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of State. The Contractor/Vendor shall notify State of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this contract is under consideration for listing on the EPA list of violating facilities.

c. For the purposes of this section, State agrees that the Contractor/Vendor's obligations in Paragraphs a. and b. of this section above shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this contract, that is currently listed as a violating facility, on the effective date of this contract, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for State's termination for cause of this contract or for State's disallowance of any cost otherwise allowable under this contract. The Contractor/Vendor and State agree to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as a violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

Section 807. Preference for U.S. Flag Carriers.

The State agrees to comply with 46 U.S.C. § 1241(b) and regulations issued thereunder (46 CFR Part 381) as follows:

a. To use privately-owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) of any equipment, materials, or commodities that are both (1) procured, contracted for, or otherwise obtained with funds made available by State under this contract, and (2) transported by ocean vessel, to the extent such vessels are available at fair and reasonable rates;

b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to both State and to the Division of National Cargo, Office of Market Development, U.S. Maritime Administration, Washington, D.C. 20590; and,

c. Subject to existing contracts, to insert the substance of the provisions of this section in all contracts issued pursuant to this to contract, and to cause such provisions to be inserted in all subcontracts issued pursuant to this contract, where the contract or subcontract is for \$100,000 or more and where there is a possibility of ocean transportation of procured equipment or materials.

Section 808. Debarment and Suspension.

a. Contractor/Vendor shall not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

b. The Final Rule, Governmentwide Debarment and Suspension (Nonprocurement), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

Section 809. National Historic Preservation. *(Any construction, acquisition, modernization, or other activity that may impact a historic property.)*

The Contractor/Vendor agrees to identify to the awarding agency any property listed or eligible for listing on the National Register of Historic Places that will be affected by this award, and to provide any help the awarding agency may need, with respect to this award, to comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470, et seq.), as implemented by the Advisory Council on Historic Preservation regulations at 36 CFR Part 800 and Executive Order 11593 (3 CFR, 1971-1975 Comp., p. 559).

(36 CFR Part 800 requires Grants Officers to get comments from the Advisory Council on Historic Preservation before proceeding with Federally assisted projects that may affect properties listed on or eligible for listing on the National Register of Historic Places.)

Section 810. Hatch Act.

The Contractor/Vendor agrees to comply with the Hatch Act (5 U.S.C. 1501 - 1508 and 7324 - 7328), as implemented by the Office of Personnel Management at 5 CFR Part 151, which limits political activity of employees or officers of State or local governments whose employment is connected to an activity financed in whole or part with Federal funds.

Section 811. Equal Employment Opportunity. *(All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees.)*

Compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

Section 812. Cargo Preference. *(Any agreement under which international air travel may be supported by U.S. Government funds.)*

Travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Section 813. Buy American Act.

The Contractor/Vendor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction materials. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Section 814. Relocation and Real Property Acquisition.

The Contractor/Vendor agrees that it will comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and regulations issued thereunder (49 CFR Part 24).

Section 815. Copeland "Anti-Kickback" Act.

The Contractor/Vendor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Section 816. Contract Work Hours and Safety Standards Act.

The Contractor/Vendor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1 1/2 times the basic rate of pay. This Act is applicable to any construction contract awarded in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers.

Section 817. Davis-Bacon Act. *[When required by Federal assistance program legislation, such as the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, environmental remediation construction, the following provision applies]*

The Contractor/Vendor agrees that it will comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by U.S. Department of Labor regulations (29-CFR Part 5). All rulings and interpretations of the Davis-Bacon Acts contained in 29 CFR Part 5 are incorporated by reference in this agreement. As applied to this agreement, the Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the Federal Government provides assistance funding for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States, shall contain a provision that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the U.S. Secretary of Labor.

ARTICLE IX - PROCUREMENT

Section 901. State Contracts.

The State's acquisition of goods and services by the State in performance of this MCA shall be according to applicable State contracting procedures, the standards and procedures contained in 32 CFR § 33.36 and this MCA.

Section 902. State Contract Flow-down.

Subject to existing contracts, the State is required to insert the substance of the provisions of Article VIII in all contracts issued under this MCA, unless State laws or regulations offer more protection. When required by the Comprehensive Environmental Response, Compensation, and Liabilities Act of 1980, Section 813, Davis-Bacon Act [(40 U.S.C. 276a), as supplemented by Department of Labor regulations (29 CFR Part 5)], will be inserted in construction contracts over \$2,000 that are awarded by States and State contractors and subcontractors.

ARTICLE X - PROPERTY

Section 1001. Equipment.

- a. The State shall account for and manage equipment acquired by the State under this Cooperative Agreement. Title acquired by the United States, including equipment acquired specifically for a National Guard Cooperative Agreement, vests in the Federal Government. This Federal equipment shall be managed and accounted for as provided in 32 CFR § 33.32(f) and NGR 5-1/ANGI 63-101.
- b. The State will submit an annual inventory report to the USPFO. Equipment disposition will be as directed by the USPFO.
- c. Equipment purchased by the State under the terms of this agreement becomes the property of the State and will be managed and disposed of IAW 32 CFR 33.32 and NGR 5-1/ANGI 63-101.
- d. Federally furnished equipment is not-in-kind assistance.

Section 1002. Supplies.

The State shall account for and manage supplies acquired by the State under this MCA and supplies provided by NGB for performance of this MCA as provided for in 32 CFR § 33.32.

Section 1003. Military Equipment and Supplies.

Notwithstanding Sections 1001 and 1002 above, use and disposition of military supplies and equipment issued to the State pursuant to applicable military regulations shall be according to such regulations. Nothing shall prevent the State from using the issued equipment or supplies in performance of this MCA so long as such usage is in accordance with provisions and requirements of title 10, USC. Section 2012. The State shall be responsible for separately accounting for military equipment and supplies used in performance of this MCA according to existing military accounting systems and procedures.

* Per discussion with Bob Jenett of the USPFO,
 inventories are conducted annually. The Property Book
 Office maintains equip inventory on a federal data base.
 Annually the report is reviewed with Wendell Nolan,
 AEC Facility Mgr. Per Bob's the USPFO office has
 received some reports for the inventory from you. As
 required, please provide with us.

ARTICLE XI - LEGAL AUTHORITY

Section 1101. Legal Authority.

The State represents and warrants that it is under no existing or foreseeable legal disability that would prevent or hinder it from fulfilling the terms and conditions of this MCA. The State shall promptly notify NGB of any legal impediment that arises during the term of this MCA that may prevent or hinder the State's fulfillment of its obligations under this MCA.

Section 1102. Opinion of Counsel.

Concurrent with its execution of this MCA, the State shall furnish an opinion of counsel by the highest legal officer of the State, or his or her designee, that:

- a. The State has the requisite authority to enter into this MCA;
- b. The State can make the warranty set forth in Section 1101;
- c. The State is empowered to assume the responsibilities and obligations the State proposes to undertake under this MCA;
- d. The provisions of the MCA intended to secure the interests of NGB are enforceable according to their terms;
- e. The execution of this MCA has been duly authorized; and,
- f. That the individual signing this MCA on behalf of the State has the requisite legal authority to bind and obligate the State.

ARTICLE XII - TERMINATION, ENFORCEMENT, CLAIMS, DISPUTES RESOLUTION AND APPEALS

Section 1201. Termination.

This MCA may be terminated by either party according to the terms and conditions of 32 CFR § 33.44.

Section 1202. Enforcement.

NGB may take such actions to enforce the terms of this MCA as may be provided for in and under the terms of 32 CFR § 33.43.

Section 1203. Claims, Disputes Resolution and Appeals.

a. Any claim made by the State arising out of this MCA shall be presented in writing to the Grants Officer. The claim shall include: the amount of monetary relief claimed or the nature of other relief requested; the basis for relief; and, the documents or other evidence pertinent to the claim.

b. Claims shall be made within 60 days after the basis of the claim is known or should have been known, whichever is earlier. It is the State's duty to include in its claim all information needed to demonstrate its timeliness.

c. Upon receipt of a claim, the Grants Officer shall provide a written decision denying or sustaining the claim, in whole or part, which decision shall include the reason for the action, within 60 days of the date of the receipt of a claim. The determination shall be final unless appealed by the State pursuant to the provisions of this section.

d. Alternative Dispute Resolution (ADR).

1. Policy. It is NGB policy to try to resolve all issues concerning cooperative agreements at the Grants Officer's level. Grant Officers are encouraged to use ADR procedures to the maximum extent practicable.

2. Procedures. If a State decides to appeal a Grants Officer's decision, the Grants Officer shall encourage the State to enter into ADR procedures. The ADR procedures to be used shall be agreed to at the time the parties determine to employ them.

e. Appeals.

1. Grant Appeal Authority. The CNGB shall designate a Grants Appeal Authority at the time of receipt of appeal.

2. Right of Appeal. The State has the right to appeal a Grants Officer's decision to the Grant Appeal Authority.

3. Appeal Procedures.

(a) Notice of appeal. The TAG may appeal a decision of the Grants Officer within 90 days of receiving that decision, by filing a written notice of appeal to the Grant Appeal Authority and to the Grants Officer.

(b) Appeal file. Within 30 days of receiving the notice of appeal, the Grants Officer shall forward to the Grant Appeal Authority and the State the appeal file, which shall include copies of all documents relevant to the appeal.

(c) Decision. Any fact-finding or hearing shall be conducted using procedures that the Grant Appeal Authority deems appropriate.

f. Nothing in this section is intended to limit a State's right to any remedy under the law.

March 2005

ATCH 1

ATTACHMENTS - APPENDICES

Appendix 1	Facilities Programs	W912LN-06-2-1001
Appendix 2	ARNG Environmental Resources Management	W912LN-06-2-1002
Appendix 3	ARNG Security Guard Activities	W912LN-06-2-1003
Appendix 7	ARNG Sustainable Range Programs	W912LN-06-2-1007
Appendix 21	ANG Facilities Operations & Maintenance Activities	W912LN-06-2-1021
Appendix 22	ANG Environmental Program Management	W912LN-06-2-1022
Appendix 23	ANG Security Guard Services	W912LN-06-2-1023
Appendix 24	ANG Fire Protection Activities	W912LN-06-2-1024
Appendix 40	ARNG Distance Learning Project (DLP)	W912LN-06-2-1040

(UNOFFICIAL) APPENDIX ESTIMATED COSTS/FUNDING SUMMARY

APPENDIX	ESTIMATED COSTS-FEDERAL	ESTIMATED COSTS-STATE	ORIGINAL FEDERAL FUNDING OBLIGATION	AMOUNT REMAINING TO BE FEDERALLY FUNDED
Appendix 1	\$ 2,810,700.00	\$ 110,470.00		
Appendix 2	\$ 781,050.00	N/A		
Appendix 3	\$ 2,154,430.00	N/A		
Appendix 7	\$ 486,000.00	N/A		
Appendix 21	\$ 1,606,850.00	\$ 306,950.00		
Appendix 22	\$ 47,100.00	\$ 15,705.00		
Appendix 23	\$ 603,000.00	N/A		
Appendix 24	\$ 1,751,800.00	N/A		
Appendix 40	\$ 167,600.00	N/A		

(UNOFFICIAL) APPENDIX ESTIMATED COSTS/FUNDING SUMMARY

APPENDIX	ESTIMATED COSTS-FEDERAL	ESTIMATED COSTS-STATE	ORIGINAL FEDERAL FUNDING OBLIGATION	AMOUNT REMAINING TO BE FEDERALLY FUNDED
Appendix 1	\$ 2,849,800.00	\$ 110,470.00		
Appendix 2	\$ 777,400.00	N/A		
Appendix 3	\$ 2,154,430.00	N/A		
Appendix 7	\$ 486,000.00	N/A		
Appendix 21	\$ 1,606,850.00	\$ 306,950.00		
Appendix 22	\$ 47,100.00	\$ 15,705.00		
Appendix 23	\$ 603,000.00	N/A		
Appendix 24	\$ 1,751,800.00	N/A		
Appendix 40	\$ 83,800.00	N/A		

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 Note: Revised estimates per feedback from NGB-OPR-PM's

**Request for Classification Action
New or Vacant Positions
EXISTING Job Class/Title ONLY
Position Description Form C/Notice of Action
For Department of Personnel Use Only**

Notice of Action # _____	Date Received (Stamp)
Action Taken: _____	
New Job Title _____	
Current Class Code _____	New Class Code _____
Current Pay Grade _____	New Pay Grade _____
Current Mgt Level _____ B/U _____ OT Cat. _____ EEO Cat. _____ FLSA _____	
New Mgt Level _____ B/U _____ OT Cat. _____ EEO Cat. _____ FLSA _____	
Classification Analyst _____ Date _____	Effective Date: _____
Comments: _____	Date Processed: _____
Willis Rating/Components: Knowledge & Skills: _____ Mental Demands: _____ Accountability: _____ Working Conditions: _____ Total: _____	

Position Information:

Incumbent: **Vacant or New Position**

Position Number: Current Job/Class Title:

Agency/Department/Unit: MILITARY GUC:

Pay Group: Work Station: Colchester Zip Code: 05446

Position Type: Permanent Limited Service (end date)

Funding Source: Core Sponsored Partnership. For Partnership positions provide the funding breakdown (% General Fund, % Federal, etc.) 100% FEDERAL

Supervisor's Name, Title and Phone Number: Bonnie Pidgeon, Business Mgr A, 802-338-3301

Check the type of request (new or vacant position) and complete the appropriate section.

New Position(s):

a. **REQUIRED:** Allocation requested: Existing Class Code 050100 Existing Job/Class Title: ADMINISTRATIVE ASSISTANT A

b. Position authorized by:

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- Joint Fiscal Office – JFO # Approval Date:
- Legislature – Provide statutory citation (e.g. Act XX, Section XXX(x), XXXX session)
- Other (explain) -- Provide statutory citation if appropriate.

Vacant Position:

- a. Position Number:
- b. Date position became vacant:
- c. Current Job/Class Code: Current Job/Class Title:
- d. REQUIRED: Requested (existing) Job/Class Code: Requested (existing) Job/Class Title:
- e. Are there any other changes to this position; for example: change of supervisor, GUC, work station? Yes No If Yes, please provide detailed information:

For All Requests:

1. List the anticipated job duties and expectations; include all major job duties: Major duties for this position would involve many areas of fiscal management to support the Business Manager A and Operations Supervisor. Monthly reconciliations will be performed to identify and correct any discrepancies noted in the Military Department's accounting tool (Military Apps), the State's payment system (VISION) and the reimbursable Federally funded accounts which include Master Cooperative Agreements (MCA's), Military Construction (MILCON), Operations & Maintenance (O&M). The incumbant will need to be knowledgeable in each of the above mentioned topics and versed in basic Accounting Principles in order to pinpoint areas that need adjustment or to follow through with the completion of these processes. The procedures necessary to complete the monthly reconciliations will be accomplished in an ongoing manner (daily reviews) in order to expedite all the necessary procedures that become due following an end of month session. This will also insure coordination with all audit trails necessary. Will be responsible to interact with the Contracts Clerk (or appropriate individual) in the execution of, and maintenance of, contracts through the State's Vision system. Will act as representative for Business Manager A in her absence in situations regarding fiscal involvement. Will attend meetings with or on behalf of Business Manager A when the subject involves fiscal management and/or contracted projects. Will assist Business Manager A, when necessary, in the execution of Contracts and other associated documents required for management of MCA Appendicies and MILCON projects.

2. Provide a brief justification/explanation of this request: This position will provide key assistance to the Business Manager A and Operations Supervisor in the area of fiscal management. The department has experienced significant delays in the process of requesting reimbursements from the Federal Government through the MCA's and/or MILCON programs. This is due solely to insufficient resource of personnel to keep pace with an overwhelming volume of required duties that have existed, newly identified tasks and impending increases caused by additional Federal funds in the forseeable future. At present, there is a contracted individual who is accomplishing some of the above mentioned duties, but on a limited availability basis. It has helped significantly due to the fact that this individual was knowledgeable of the procedures, and yet, with it being on a part time basis, a backlog remains and is inevitably going to worsen without this position filled. The need exists for a fulltime position to be able to properly address all issues at present level of funding and the department will be experiencing a major increase in our Federal Sustainment, Revitalization & Modernization

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(SRM) funds for existing facilities and a large funding Appropriations for new MILCON projects. The Business Manager A requires an individual who can help to accomplish the necessary tasks at hand and also accept anticipated increased workload in the future.

3. If the position will be supervisory, please list the names and titles of all classified employees reporting to this position (this information should be identified on the organizational chart as well). N/A

Personnel Administrator's Section:

4. If the requested class title is part of a job series or career ladder, will the position be recruited at different levels? Yes No

5. The name and title of the person who completed this form: John Patry, Military Operations Supervisor

6. Who should be contacted if there are questions about this position (provide name and phone number):
 John Patry (802) 338-3315

7. How many other positions are allocated to the requested class title in the department: 2

8. Will this change (new position added/change to vacant position) affect other positions within the organization? (For example, will this have an impact on the supervisor's management level designation; will duties be shifted within the unit requiring review of other positions; or are there other issues relevant to the classification process.) N/A

Attachments:

- Organizational charts are **required** and must indicate where the position reports.
- Class specification (optional).
- For new positions, include copies of the language authorizing the position, or any other information that would help us better understand the program, the need for the position, etc.
- Other supporting documentation such as memos regarding department reorganization, or further explanation regarding the need to reallocate a vacancy (if appropriate).

Jay K. Guss

Personnel Administrator's Signature (required)*

10/26/07

Date

John Patry

Supervisor's Signature (required)*

10-23-07

Date

Thomas Zahus

10/26/07

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Appointing Authority or Authorized Representative Signature (**required**)*

Date

* Note: Attach additional information or comments if appropriate.

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Job Specifications

ADMINISTRATIVE ASSISTANT A

Job Code: 050100

Pay Plan: CLS Salary Administration Plan

Pay Grade: 17

Occupational Category: Admin. Svcs. HR & Fiscal Oper.

Effective Date: 02/10/2002

Class Definition:

Administrative work as an assistant to a manager, unit or program chief, or with direct responsibility for a specific assigned program or function. While actual duties may vary, positions in this class are characterized by work in a technical or specialized field, decision making with little concurrent supervisory review, and accountability for results. The role differs from higher level administrative assistants by a more limited program or functional area, and less impact upon total department activities. Assignments may generally be characterized as a first level administrative role with clearly indicated functional and authority dimensions. Assigned duties may include employee supervision. Work is performed under the direction of an administrative superior.

Examples of Work:

As delegated, may perform assigned tasks of a technical nature requiring independent action and full accountability for program results. Examples include but are not limited to managing support services such as budget, personnel, purchasing or space and communications needs for a board, director or program administrator; administering a licensing or service application procedure requiring analysis of data and an approval or disapproval decision; receiving requests and complaints from consumers and taking substantive action(s) to resolve or alleviate the problem; and serving as coordinator of various support services at a department or institutional level. Duties frequently may include staff supervision with delegated authority for hiring, training, assigning and evaluating work, and disciplining lower level employees. May prepare a variety of fiscal, statistical, or narrative reports. May serve as acting head or represent unit in supervisor's absence. May personally perform complex and confidential secretarial related duties. May develop and implement program procedures. Performs related work as required.

Environmental Factors:

Duties are typically performed in an office setting with normal working conditions, some of which may be within an institutional environment. Depending upon duties assigned, some travel may be necessary, for which private transportation may be needed.

Minimum Qualifications:

Knowledge, Skills and Abilities

Working knowledge of the principles and practices of public administration.

Working knowledge of modern office management methods.

Awareness of supervisory principles and practices.

Ability to interpret and apply statutes and regulations of considerable complexity.

Ability to work independently in difficult and complex tasks.

Ability to communicate effectively orally and in writing.

Ability to prepare and deliver clear oral and written reports.

Ability to establish and maintain effective working relationships.

Education and Experience

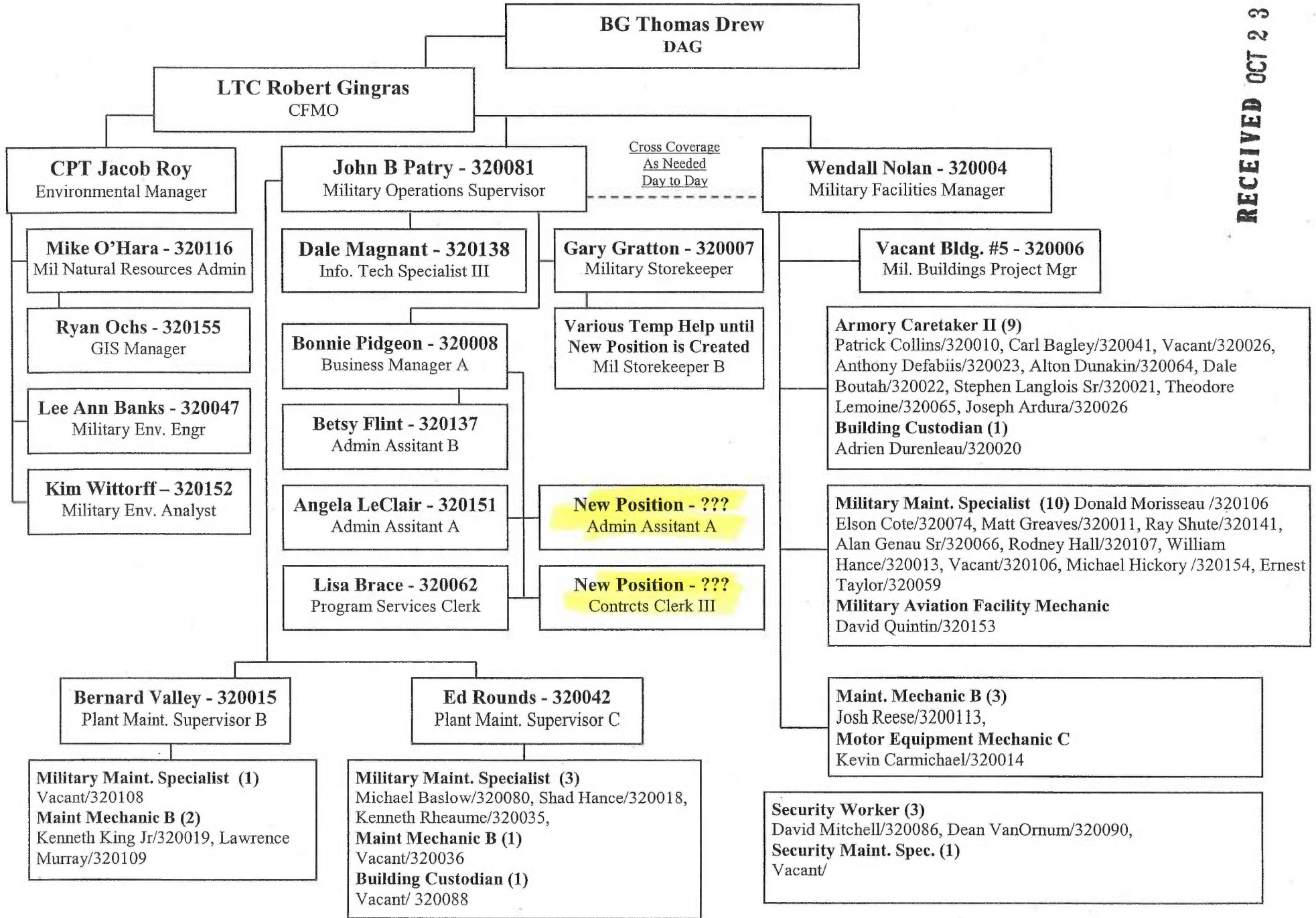
Associate's degree in business technology, secretarial science or office management; OR High school graduation or equivalent and three years of office clerical experience. Completion of a one-year vocational/technical training program in business and office occupations or related area may be substituted for one year of the work experience. College coursework may be substituted for the work experience on a semester for six months basis.

Special Requirements

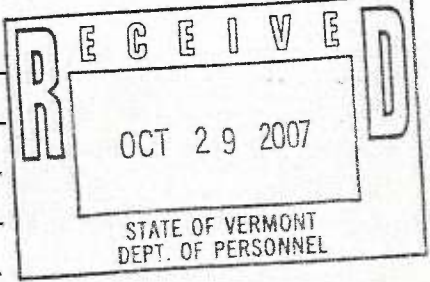
n/a

State of Vermont Military Department – Building #5 MPIO - Org Chart

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Request for Classification Action
New or Vacant Positions
EXISTING Job Class/Title ONLY
Position Description Form C/Notice of Action
For Department of Personnel Use Only

Notice of Action # _____		Date Received (Stamp)
Action Taken: _____		
New Job Title _____		
Current Class Code _____	New Class Code _____	
Current Pay Grade _____	New Pay Grade _____	
Current Mgt Level _____ B/U _____ OT Cat. _____ EEO Cat. _____ FLSA _____		
New Mgt Level _____ B/U _____ OT Cat. _____ EEO Cat. _____ FLSA _____		
Classification Analyst _____	Date _____	Effective Date: _____
Comments: _____		Date Processed: _____
Willis Rating/Components: _____	Knowledge & Skills: _____	Mental Demands: _____
	Working Conditions: _____	Accountability: _____
	Total: _____	

Position Information:

Incumbent: **Vacant or New Position**

Position Number: Current Job/Class Title:

Agency/Department/Unit: MILITARY GUC:

Pay Group: Work Station: Colchester Zip Code: 05446

Position Type: Permanent Limited Service (end date)

Funding Source: Core Sponsored Partnership. For Partnership positions provide the funding breakdown (% General Fund, % Federal, etc.) 100% FEDERAL

Supervisor's Name, Title and Phone Number: John Patry, Military Operations Supervisor, 338-3315

Check the type of request (new or vacant position) and complete the appropriate section.

New Position(s):

a. **REQUIRED:** Allocation requested: Existing Class Code 464100 Existing Job/Class Title: CONTRACTS CLERK III

b. Position authorized by:

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- Joint Fiscal Office – JFO # Approval Date:
- Legislature – Provide statutory citation (e.g. Act XX, Section XXX(x), XXXX session)
- Other (explain) -- Provide statutory citation if appropriate.

Vacant Position:

- a. Position Number:
- b. Date position became vacant:
- c. Current Job/Class Code: Current Job/Class Title:
- d. REQUIRED: Requested (existing) Job/Class Code: Requested (existing) Job/Class Title:
- e. Are there any other changes to this position; for example: change of supervisor, GUC, work station? Yes No If Yes, please provide detailed information:

For All Requests:

1. List the anticipated job duties and expectations; include all major job duties: Will be responsible for many aspects of the Construction/Project management area supporting the Construction & Facilities Management Office (CFMO) Project Management Staff. Duties will include preparation of bid packages, receiving bids and arranging bid openings. Will work closely with the CFMO and his Program Managers (PM) to ascertain how each project fits into the overall plan for the Military Department. Will prepare contract documents and track the documents as they are processed through to successful awarding of contracts. Will be available to respond to technical questions regarding projects. Following contract awards, will be responsible for maintaining files pertaining to each project and assuring that all necessary documentation to include bonding, insurance, change orders, funding, and contract terms are up to date and correct. Will prepare periodic status reports on projects as required. Will assist the CFMO and his team of PM's in the process of Construction of new Military Construction (MILCON), Minor Construction, and the day-to-day maintenance projects regarding all Military Department and Vermont National Guard facilities throughout the State.

2. Provide a brief justification/explanation of this request: This position is key to assist the Military Department and the CFMO to properly utilize all funding available and execute contracts in a timely manner and in the best interests of the State. Projects are presently being handled individually by the FMO's team of PM's. This lacks the continuity required to give each project the proper attention and follow-through. We will be experiencing a major increase in our SRM funds for Maintenance and Improvements of existing facilities and a large funding for new MILCON projects. The PM's require an individual who is capable of pulling all the contract and file management Communications and Documentation together in a comprehensive format for their efforts to be directed to the necessary Planning, Supervision and Execution of projects. The workload for this arena has more than doubled in recent years and it is anticipated that this will certainly be increasing in the coming years.

3. If the position will be supervisory, please list the names and titles of all classified employees reporting to this position (this information should be identified on the organizational chart as well). N/A

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Personnel Administrator's Section:

4. If the requested class title is part of a job series or career ladder, will the position be recruited at different levels? Yes No

5. The name and title of the person who completed this form: John Patry, Military Operations Supervisor

6. Who should be contacted if there are questions about this position (provide name and phone number):
 John Patry (802) 338-3315

7. How many other positions are allocated to the requested class title in the department: 0

8. Will this change (new position added/change to vacant position) affect other positions within the organization? (For example, will this have an impact on the supervisor's management level designation; will duties be shifted within the unit requiring review of other positions; or are there other issues relevant to the classification process.) N/A

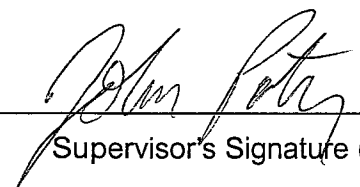
Attachments:

- Organizational charts are **required** and must indicate where the position reports.
- Class specification (optional).
- For new positions, include copies of the language authorizing the position, or any other information that would help us better understand the program, the need for the position, etc.
- Other supporting documentation such as memos regarding department reorganization, or further explanation regarding the need to reallocate a vacancy (if appropriate).



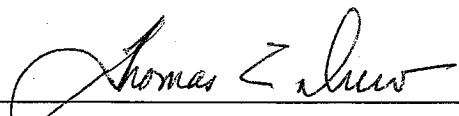
Personnel Administrator's Signature (required)*

10/26/07
Date



Supervisor's Signature (required)*

10-23-07
Date



Appointing Authority or Authorized Representative Signature (required)*

10/26/07
Date

* Note: Attach additional information or comments if appropriate.

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Job Specifications

CONTRACTS CLERK III

Job Code: 464100

Pay Plan: CLS Salary Administration Plan

Pay Grade: 17

Occupational Category: Admin. Svcs. HR & Fiscal Oper.

Effective Date: 07/23/2006

Class Definition:

Advanced technical and clerical work involving the preparation of contracts and monitoring of permits for engineering and constructions projects within the Department of Buildings and General Services. Duties include contract preparation, arranging bid packages and bid openings and provision of information to vendors. Work is performed under the supervision of an administrative supervisor.

Examples of Work:

Monitor storm-water permits, prepare and provide inspection reports, maintain permit database and files. Gather and compile other related information and documentation for report preparation. Prepares contract bid packages including necessary plans and specifications. Receives bids for vendors and arranges for bid openings. Prepares contract documents for signature and process payment. Sees that all contracts have proper documentation, proper insurance, and bonding requirements when appropriate. May answer technical questions concerning State funding or payment procedures. Maintains contract files and tickler files for contract services used as maintenance agreements. May prepare work orders. Provides information on contract preparation and administration to department personnel actually administering contracts. Performs a variety of other clerical or administrative functions. Prepares reports as required. Performs related duties as required.

Environmental Factors:

Normal office working conditions generally prevail. Significant pressure to meet deadlines is present. Significant interaction with vendors and various state officials is required.

Minimum Qualifications:Knowledge, Skills and Abilities

Considerable knowledge of modern office practices, procedures, and equipment.

Considerable knowledge of business English, spelling, and arithmetic.

Considerable knowledge of standard procedures for record maintenance.

Considerable knowledge of the capabilities of computers in processing forms and maintaining record systems.

Knowledge of contract preparation and purchasing.

Knowledge of the nomenclature, trade terminology, and sources of supply for categories frequently required by state agencies and departments.

Ability to work independently on complex computerized files and information, to evaluate specifications and vendor bids, and to make sound contract recommendations.

Ability to interpret regulations, policies, and procedures of significant complexity.

Ability to communicate effectively, both orally and in writing.

Ability to establish and maintain effective working relationships.

Education and Experience

Education: High school or equivalent.

Experience: Four years of office clerical experience at an intermediate level, including one year of contract preparation and/or purchasing experience.

College training may be substituted for the general experience on a semester for six months basis.

Special Note: Proficiency with maintaining databases/spreadsheets is expected.

Special Requirements

n/a

State of Vermont Military Department – Building #5 MPIO - Org Chart

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