

**From:** Jangraw, Katrina [Katrina.Jangraw@state.vt.us]  
**Sent:** Tuesday, October 14, 2014 7:38 AM  
**To:** London, Sarah  
**Subject:** Execution of Memorandum of Agreement by Governor  
**Attachments:** 2014 - VT - New MOA for GOV to Sign.pdf; Vermont State Agreement (6 Apr 09).pdf

Sarah,

Good afternoon. Attached you will find a copy of the revised Memorandum of Agreement (MOA) which incorporates changes in Department of Defense Instruction (DODI) 4009.19 directing changes to all MOAs. The attached MOA updates the current MOA (also attached) between Governor Shumlin, the Commander of First Air Force (Air Forces Northern), and the Commander of the Continental United States North American Aerospace Defense Region (CONR), made pursuant to Title 10, United States Code, Section 12301(d). The major changes to this document are as followed in bold:

**\*NORAD is referred to as CONR (Continental United States North American Aerospace Defense Region) throughout MOA.**

#### 1. PARTIES

The parties to this Memorandum of Agreement are the Commander of First Air Force (Air Forces Northern), the Commander of the **Continental United States North American Aerospace Defense Region (CONR)**, and the **Adjutant General**, Vermont National Guard, for the Governor of the State of Vermont.

#### 2. AUTHORITIES.

- a. **Title 10, United States Code, Section 12301(d)**
- b. **Title 32, United States Code, Section 502(f)**
- c. **Department of Defense Instruction(DoDI) 4000.19, Support Agreements, dated 25 April 2013.**
- d. **AFI 25-201, Intra-service, Intra-Agency, and Inter-Agency Support Agreements Procedures, dated 18 Oct 2013**
- e. **ACC Supplement to AFI 25-201, Support Agreements Procedures, dated 20 Aug 2007.**
- f. **Delegation of Authority to Order National Guard Forces into Federal Service (IAW 10 USC 12301(d), SAFO 306.1, CSAF Re-delegation Memo, and COMACC Delegation Memo).**

#### 4. DEFINITIONS.

"Air Guard Unit" means the 158th Fighter Wing, **Burlington, Vermont**, or its successor organization, which is a State of Vermont Air National Guard unit.

"Air Control Sector" means **either the Western Air Defense Sector (WADS), at McChord AFB, Washington, or the Eastern Air Defense Sector (EADS), in Rome, New York, or their** successor air control organizations. **They provide airspace surveillance and control and direct air sovereignty activities for both the NORAD air sovereignty mission and U.S. Northern Command's Homeland Defense mission.** "601st Combined Air and Space Operations Center" (AOC) is the operational command center that plans, directs, and assesses air and space operations for the continental United States region of the North American Aerospace Defense Command (NORAD) and for U.S. Northern Command.

"CONR" means the Continental United States North American Air Defense Region of NORAD.  
"NORAD" means the North American Aerospace Defense Command.

Omitted from MOA: **"Successive Governors" and "successor Governors" means chief executive officials of the State of Vermont, United States of America, who assume their positions at a time after the Governor who executes this Memorandum of Agreement.**

7. GOVERNOR'S ACKNOWLEDGMENT OF PRIMARY MISSION AND WITHDRAWAL OF CONSENT.

In light of the primary mission of the Air Guard Unit's consenting members, the Governor agrees that he/she may make the member's refusing to consent or withdrawing consent grounds for **adverse administrative action, to include but not limited to**, discharge or reassignment from the Air Guard Unit.

8. DELEGATION OF GOVERNOR'S CONSENT.

**The Governor may delegate or re-delegate the authority to consent and enter into this Agreement, negotiate and approve changes to this Agreement, and/or cancel this Agreement. The Governor will provide a copy of any such delegations to the Commander of First Air Force (Air Forces Northern) and the Commander of CONR as soon as practicable after making the delegation. The Governor will make any delegations of authority using a statement similar to the one attached as Appendix B.**

10. EFFECTIVE DATE AND SUCCESSOR ORGANIZATIONS/ADMINISTRATIONS.

This Agreement is effective immediately upon execution by all parties or their authorized representatives. It remains effective against successor organizations to Air Forces Northern (First Air Force) and CONR. It also remains effective against successive gubernatorial administrations. However, successor **organizations and administrations** may modify and terminate this Agreement in accordance with paragraphs 11 and 12 respectively below.

12. TERMINATION.

This Agreement shall remain in full force and **effect for nine (9) years** from the date all parties have signed it, unless earlier terminated by one or more parties to it. Any party may terminate the agreement by providing the other parties sixty (60) days notice in advance of termination. Notice of termination will be in writing.

13. EXECUTION AND POINT OF CONTACT.

Address changed to: 1210 Beacon Beach Road, Tyndall AFB FL 32403-5549

**APPENDIX B.**

Briefly stated (and as you might be aware), Title 10, United States Code, Section 12301(d) empowers a Secretary of the Air Force-designated authority to order Air National Guard members to federal military service duty if both the individual member and the affected State Governor consent to the recall. The Commander of both 1 AF (AFNORTH) and the Continental United States NORAD Region (CONR) received this authority to recall through a series of delegations.

Do note that Governor Shumlin is in no way obligated to sign Appendix B, delegating authority to The Adjutant General.

The originals of this revised MOA will be forwarded to your office once we receive them. Upon obtaining signatures from Governor Shumlin (all three copies-wet signatures), please mail them to Mr. Curtis McNeil, 1 AF (AFNORTH)/JA office, 850-283-0620, robert.mcneil.7@us.af.mil. The 3 originals will be sent to NGB for final processing and each State will receive a finalized original MOA upon completion. Please send to:

1 AF (AFNORTH)/JA  
1210 Beacon Beach Road, Suite 244  
Tyndall AFB, FL 32403-5549

Thank you in advance for your coordination

Katrina Jangraw | Legal Assistant  
Office of the State Judge Advocate  
789 Vermont National Guard Road  
Colchester, Vermont 05446-3099  
(802)338-3336 | [katrina.jangraw@state.vt.us](mailto:katrina.jangraw@state.vt.us)

**MEMORANDUM OF AGREEMENT**  
**PROVIDING**  
**GOVERNOR'S CONSENT TO**  
**VOLUNTARY FEDERAL MILITARY ACTIVE DUTY**

1. PARTIES. The parties to this Memorandum of Agreement are the Commander of First Air Force (Air Forces Northern), the Commander of the Continental United States North American Aerospace Defense Region (CONR), and the Adjutant General, Vermont National Guard, for the Governor of the State of Vermont.

2. AUTHORITIES.

- a. Title 10, United States Code, Section 12301(d)
- b. Title 32, United States Code, Section 502(f)
- c. Department of Defense Instruction(DoDI) 4000.19, *Support Agreements*, dated 25 April 2013.
- d. AFI 25-201, *Intra-service, Intra-Agency, and Inter-Agency Support Agreements Procedures*, dated 18 Oct 2013
- e. ACC Supplement to AFI 25-201, *Support Agreements Procedures*, dated 20 Aug 2007.
- f. Delegation of Authority to Order National Guard Forces into Federal Service (IAW 10 USC 12301(d), SAFO 306.1, CSAF Re-delegation Memo, and COMACC Delegation Memo).

3. PURPOSE. This Memorandum of Agreement implements the provisions of federal law (Title 10, United States Code, Section 12301(d)) which require the Governor's consent for an individual of the Air National Guard from the Governor's state to be ordered to federal military active duty.

4. DEFINITIONS.

"Air Guard Unit" means the 158th Fighter Wing, Burlington, Vermont, or its successor organization, which is a State of Vermont Air National Guard unit.

"Air Control Sector" means either the Western Air Defense Sector (WADS), at McChord AFB, Washington, or the Eastern Air Defense Sector (EADS), in Rome, New York, or their successor air control organizations. They provide airspace surveillance and control and direct air sovereignty activities for both the NORAD air sovereignty mission and U.S. Northern

Command's Homeland Defense mission. "601<sup>st</sup> Combined Air and Space Operations Center" (AOC) is the operational command center that plans, directs, and assesses air and space operations for the continental United States region of the North American Aerospace Defense Command (NORAD) and for U.S. Northern Command.

"CONR" means the Continental United States North American Air Defense Region of NORAD.

"Federal mission" means a military operation or military support task performed by or for the United States Government at the direction of federal law or an appropriate authority in the federal military chain of command.

"Governor" means the chief executive or administrative official of a state, commonwealth, or territory that is part of the United States of America.

"Homeland Defense" involves the Department of Defense's primary military mission to deter, prevent, and defeat threats and aggression aimed at United States sovereignty, territory, domestic population, critical infrastructure, and interests. "Homeland Defense" does not include the Department of Defense's support to civil authorities missions, also known as DSCA.

"NORAD" means the North American Aerospace Defense Command.

5. GOVERNOR'S CONSENT TO FEDERAL MILITARY ACTIVE DUTY SERVICE. The Governor consents to the ordering into federal military active duty service of individuals who are: 1) assigned to the Air Guard Unit, and 2) who volunteer for federal military active duty under Title 10, United States Code, Section 12301(d). This consent only applies when one or more of the following occurs: 1) the First Air Force (Air Forces Northern) Commander orders those volunteers from the Air Guard Unit to perform federal military active service in furtherance of the federal mission of Homeland Defense; or 2) the CONR Commander orders those volunteers from the Air Guard Unit to perform federal military active service in furtherance of the federal missions of aerospace warning, aerospace control, and maritime warning in defense of North America and nearby United States territories. The Governor agrees for individuals who volunteer for federal military active duty under this paragraph to be assigned to an Air Control Sector or to the 601<sup>st</sup> Combined Air and Space Operations Center while performing federal military active service.

6. INDIVIDUAL'S CONSENT TO FEDERAL MILITARY ACTIVE DUTY SERVICE. The Governor's consent described in paragraph 5 of this Agreement only applies to members of the Air Guard Unit who voluntarily consent to be ordered to federal military active duty for the purpose of executing the federal missions of Homeland Defense, aerospace warning, aerospace control, and maritime warning. Such individuals will give their consent on a prearranged, coordinated basis. Individuals will document their consent in writing using a statement similar to the one attached as Appendix A.

7. GOVERNOR'S ACKNOWLEDGMENT OF PRIMARY MISSION AND WITHDRAWAL OF CONSENT. The Governor acknowledges that the primary mission of the Air Guard Unit's consenting members is supporting the federal mission of Homeland Defense and the federal missions of aerospace warning, aerospace control, and maritime warning in defense of North America and nearby United States territories. In light of the primary mission of the Air Guard Unit's consenting members, the Governor agrees that he/she may make the member's refusing to consent or withdrawing consent grounds for adverse administrative action, to include but not limited to, discharge or reassignment from the Air Guard Unit. In addition, the Governor agrees to coordinate with the Commander of First Air Force (Air Forces Northern) and the Commander of CONR before giving any tasking to the consenting members who are performing duties in support of their primary mission. The Governor agrees that once volunteers from the Air Guard Unit are ordered into federal military active service for the purpose of executing the primary federal mission, the Governor will not withdraw consent to the voluntary federal service without the agreement of the Commander who ordered the volunteers into federal service.

8. DELEGATION OF GOVERNOR'S CONSENT. The Governor may delegate or re-delegate the authority to consent and enter into this Agreement, negotiate and approve changes to this Agreement, and/or cancel this Agreement. The Governor will provide a copy of any such delegations to the Commander of First Air Force (Air Forces Northern) and the Commander of CONR as soon as practicable after making the delegation. The Governor will make any delegations of authority using a statement similar to the one attached as Appendix B.

9. NOTICE OF VOLUNTARY FEDERAL MILITARY ACTIVE SERVICE. The Commander, First Air Force (Air Forces Northern) and the Commander of CONR will notify the Governor about which, when, how long, and why Air Defense Unit volunteers were ordered to active

federal military service. This requirement does not apply to an activation in furtherance of either the federal mission of Homeland Defense or the federal missions of aerospace warning, aerospace control, and maritime warning in defense of North America and nearby United States territories, unless the period of activation is more than twenty-four (24) consecutive hours in duration. Each commander will submit the required notice on a periodic basis after the period of federal military service is complete. The periodic notice may be submitted through the Governor's Assistant Adjutant for Air.

10. EFFECTIVE DATE AND SUCCESSOR ORGANIZATIONS/ADMINISTRATIONS. This Agreement is effective immediately upon execution by all parties or their authorized representatives. It remains effective against successor organizations to Air Forces Northern (First Air Force) and CONR. It also remains effective against successive gubernatorial administrations. However, successor organizations and administrations may modify and terminate this Agreement in accordance with paragraphs 11 and 12 respectively below.

11. MODIFICATION. Changes to this Agreement may be proposed at any time by any parties. Changes must be documented in writing and approved by all parties in order to be effective.

12. TERMINATION. This Agreement shall remain in full force and effect for nine (9) years from the date all parties have signed it, unless earlier terminated by one or more parties to it. Any party may terminate the agreement by providing the other parties sixty (60) days notice in advance of termination. Notice of termination will be in writing.

13. EXECUTION AND POINT OF CONTACT. The parties to this Agreement will sign three original copies of the Agreement. Each copy is independently binding and enforceable. The Staff Judge Advocate for Air Forces Northern (First Air Force) will maintain the original copies and serve as primary point of contact for Agreement-related issues for Air Forces Northern (First Air Force) and CONR. The Air Force Northern (1 AF) Staff Judge Advocate may be reached at 1 AF (CONR-AFNORTH)/JA, 1210 Beacon Beach Road, Tyndall AFB FL 32403-5549.

THIS AGREEMENT IS DULY APPROVED AND SIGNED BY:

\_\_\_\_\_  
Commander, First Air Force (Air Forces Northern)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Commander, Continental United States NORAD Region

\_\_\_\_\_  
Date

\_\_\_\_\_  
Governor, State of Vermont

\_\_\_\_\_  
Date

Acknowledged by:

\_\_\_\_\_  
Chief, National Guard Bureau

\_\_\_\_\_  
Date

## APPENDIX A

### INDIVIDUAL MEMBER'S VOLUNTARY CONSENT

#### TO BE ORDERED TO FEDERAL MILITARY ACTIVE DUTY

I, \_\_\_\_\_, am assigned to \_\_\_\_\_,  
(Print name and rank) (Name of unit)

and hereby voluntarily consent to be ordered to federal military active duty by an authority designated by the Secretary of the Air Force or the Secretary of the Air Force's designee for the purpose of executing the federal missions of First Air Force (Air Forces Northern) and/or the Continental United States NORAD Region at any time, from time to time, and for a period of time determined by the designated authority. I only consent to be ordered to federal military active duty for the purpose of executing the federal missions of Homeland Defense\* and aerospace warning, aerospace control, and maritime warning. I grant this consent pursuant to Title 10, United States Code, Section 12301(d). Unless I withdraw it sooner, this consent shall remain in effect for four (4) years from the date I sign this document or the day I am released or reassigned from \_\_\_\_\_, State of Vermont, whichever occurs first.  
(Name of unit).

I know that I can withdraw my consent at any time. I also know that withdrawing my consent may be grounds for discharge or reassignment from my Guard unit. I agree to provide forty-eight (48) hours notice to my State (Title 32, United States Code) Unit Commander before withdrawing consent.

\_\_\_\_\_  
(Signature of member)

\_\_\_\_\_  
Date

\*"Homeland Defense" involves the Department of Defense's primary military mission to deter, prevent, and defeat threats and aggression aimed at United States sovereignty, territory, domestic population, critical infrastructure, and interests. "Homeland Defense" does not include the Department of Defense's support to civil authorities missions, also known as DSCA.

## APPENDIX B

### DELEGATION OF AUTHORITY

I, Peter Shumlin, the Governor of the State of Vermont, hereby delegate to the Adjutant General, Vermont National Guard, the authority to consent to voluntary federal military active duty, and to enter into agreements, negotiate and approve changes to any agreements, and terminate any agreement between the State of Vermont and the Commander of First Air Force (Air Forces Northern) and/or the Commander of the Continental United States NORAD Region, regarding the ordering of members of the State's Air Guard Unit (158th Fighter Wing, or its successor organization) to federal military active duty pursuant to 10 U.S.C. 12301(d) in order to execute federal missions of Homeland Defense\* and aerospace warning, aerospace control, and maritime warning.

---

Peter Shumlin, Governor, State of Vermont

---

Date

ATTEST:

---

Secretary of State, State of Vermont

---

Date

\*"Homeland Defense" involves the Department of Defense's primary military mission to deter, prevent, and defeat threats and aggression aimed at United States sovereignty, territory, domestic population, critical infrastructure, and interests. "Homeland Defense" does not include the Department of Defense's support to civil authorities missions, also known as DSCA.

MEMORANDUM OF AGREEMENT  
PROVIDING  
GOVERNOR'S CONSENT TO  
VOLUNTARY FEDERAL MILITARY ACTIVE DUTY

1. Parties. The parties to this Memorandum of Agreement are the Commander of First Air Force (Air Forces Northern), the Commander of the Continental United States NORAD Region, and the Governor of the State of Vermont.

2. Purpose. This Memorandum of Agreement implements the provisions of federal law (Title 10, United States Code, Section 12301(d)) which require the Governor's consent for an individual of the Air National Guard from the Governor's state to be ordered to federal military active duty.

3. Definitions.

"Air Guard Unit" means the 158<sup>th</sup> Fighter Wing, or its successor organization, which is a State of Vermont Air National Guard unit.

"Air Control Sector" means Air Defense Sector, or its successor air control organization, which is a unit of First Air Force (Air Forces Northern), in the Air Combat Command of United States Air Force.

"Federal mission" means a military operation or military support task performed by or for the United States Government at the direction of federal law or an appropriate authority in the federal military chain of command.

"Governor" means the chief executive official of the State of Vermont, United States of America.

"Homeland Defense" involves the Department of Defense's primary military mission to deter, prevent, and defeat threats and aggression aimed at United States sovereignty, territory, domestic population, critical infrastructure, and interests. "Homeland Defense" does not include the Department of Defense's support to civil authorities missions, also known as DSCA.

"NORAD" means the North American Aerospace Defense Command.

"Successive Governors" and "successor Governors" means chief executive officials of the State of Vermont, United States of America, who assume their positions at a time after the Governor who executes this Memorandum of Agreement.

4. Governor's Consent to Federal Military Active Duty Service. The Governor consents to the ordering into federal military active duty service of individuals who are assigned to the Air Guard Unit and volunteer for federal military active duty under Title 10, United States Code, Section 12301(d). This consent only applies when one or more of the

following occurs: 1) the Commander, First Air Force (Air Forces Northern) orders volunteers from the Air Guard Unit to perform federal military active service in furtherance of the federal mission of Homeland Defense; or 2) the Commander of the Continental United States NORAD Region orders volunteers from the Air Guard Unit to perform federal military active service in furtherance of the federal missions of aerospace warning, aerospace control, and maritime warning in defense of North America and nearby United States territories. The Governor agrees for individuals who volunteer for federal military active duty under this paragraph to be assigned to the Air Control Sector while performing federal military active service.

5. Individual's Consent to Federal Military Active Duty Service. The Governor's consent described in paragraph 4 of this Agreement only applies to members of the Air Guard Unit who voluntarily consent to be ordered to federal military active duty for the purpose of executing the federal missions of Homeland Defense, aerospace warning, aerospace control, and maritime warning. Such individuals will give their consent on a pre-arranged, coordinated basis. Individuals will document their consent in writing using a statement similar to the one attached as Appendix A.

6. Governor's Acknowledgment of Primary Mission and Withdrawal of Consent. The Governor acknowledges that the primary mission of the Air Guard Unit's consenting members is supporting the federal mission of Homeland Defense and the federal missions of aerospace warning, aerospace control, and maritime warning in defense of North America and nearby United States territories. In light of the primary mission of the Air

Guard Unit's consenting members, the Governor agrees to make refusing to provide consent or withdrawing consent a grounds for discharge or reassignment from the Air Guard Unit. In addition, the Governor agrees to coordinate with the Commander of First Air Force (Air Forces Northern) and the Commander of the Continental United States NORAD Region before giving any tasking to the consenting members who are performing duties in support of their primary mission. The Governor agrees that once volunteers from the Air Guard Unit are ordered into federal military active service for the purpose of executing the primary federal mission, the Governor will not withdraw consent to the voluntary federal service without the agreement of the Commander who ordered the volunteers into federal service.

7. Notice of Voluntary Federal Military Active Service. The Commander, First Air Force (Air Forces Northern) and the Commander of the Continental United States NORAD Region will notify the Governor which, when, for how long, and why Air Defense Unit volunteers were ordered to active federal military service. This requirement does not apply to an activation in furtherance of either the federal mission of Homeland Defense or the federal missions of aerospace warning, aerospace control, and maritime warning in defense of North America and nearby United States territories unless the period of activation is more than twenty-four (24) consecutive hours in duration. Each commander will submit the required notice on a periodic basis after the period of federal military service is complete. The periodic notice may be submitted through the Governor's Assistant Adjutant for Air.

8. Effective Date and Successor Organizations. This Agreement is effective immediately upon execution by all parties or their authorized representatives. It remains effective against successor organizations to First Air Force (Air Forces Northern) and the Continental United States NORAD Region. It also remains effective against successive Governors. However, successor Governors may modify and terminate this Agreement in accordance with paragraphs 9 and 10 respectively below.


9. Modification. Changes to this Agreement may be proposed at any time by any parties. Changes must be documented in writing and approved by all parties in order to be effective.

10. Termination. This Agreement shall remain in full force and effect until terminated by one or more parties to it. Any party may terminate the agreement by providing the other parties sixty (60) days notice in advance of termination. However, successive Governors may terminate this agreement without notice in advance to the other parties. Notice of termination will be in writing.


11. Execution and Point of Contact. The parties to this Agreement will sign three original copies of the Agreement. Each copy is independently binding and enforceable. The Staff Judge Advocate for First Air Force (Air Forces Northern) will maintain the original copies and serve as primary point of contact for Agreement-related issues for First Air Force (Air Forces Northern) and the Continental United States NORAD Region.

The First Air Force (Air Forces Northern) Staff Judge Advocate may be reached at 1AF  
(AFNORTH)/JA, 501 Illinois Ave, Ste 1, Tyndall AFB FL 32403-5549.

THIS AGREEMENT IS DULY APPROVED AND SIGNED BY:

  
\_\_\_\_\_  
Commander, First Air Force (Air Forces Northern)

29 OCT 08  
Date

  
\_\_\_\_\_  
Commander, Continental United States NORAD Region

29 OCT 08  
Date

  
\_\_\_\_\_  
Governor, State of Vermont

10/6/08  
Date

Acknowledged by:

  
\_\_\_\_\_  
Chief, National Guard Bureau

6 Apr 09  
Date

## APPENDIX A

### INDIVIDUAL MEMBER'S VOLUNTARY CONSENT TO BE ORDERED TO FEDERAL MILITARY ACTIVE DUTY

I, \_\_\_\_\_, am assigned to \_\_\_\_\_,  
(Print name, rank, Social Security number) (Name of unit)  
and hereby voluntarily consent to be ordered to federal military active duty by an authority designated by the Secretary of the Air Force or the Secretary's of the Air Force's designee for the purpose of executing the federal missions of First Air Force (Air Forces Northern) and/or the Continental United States NORAD Region at any time, from time to time, and for a period of time determined by the designated authority. I only consent to be ordered to federal military active duty for the purpose of executing the federal missions of Homeland Defense\* and aerospace warning, aerospace control, and maritime warning. I grant this consent pursuant to Title 10, United States Code, Section 12301(d). Unless I withdraw it sooner, this consent shall remain in effect for four (4) years from the date I sign this document or the day I am released or reassigned from \_\_\_\_\_, State of Vermont \_\_\_\_\_  
(Name of unit) (Name of State)  
\_\_\_\_\_, whichever occurs first. I know that I can withdraw my consent at any time. I also know that withdrawing my consent may be grounds for discharge or reassignment from \_\_\_\_\_. I agree to provide forty-eight (48) hours notice to my State (Title (Name of unit)  
32, United States Code) unit commander before withdrawing consent.

\_\_\_\_\_  
(Signature of member)

\_\_\_\_\_  
Date

\*"Homeland Defense" involves the Department of Defense's primary military mission to deter, prevent, and defeat threats and aggression aimed at United States sovereignty, territory, domestic population, critical infrastructure, and interests. "Homeland Defense" does not include the Department of Defense's support to civil authorities missions, also known as DSCA.