

COOPERATIVE AGREEMENT MODIFICATION

Agreement/Appendix Title and Number: W912PQ-13-2-1004
Project Name/Description and Location: ARNG Electronic Security System
Modification Number: P00001 Installation, Operation and Maintenance

ISSUED BY: NATIONAL GUARD BUREAU	ISSUED TO: THE STATE OF NEW YORK
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This modification is issued pursuant to the Authorities, 31 U.S.C. Chapter 63; MCA and Appendices Article VII, Sect 703; MCCA Article XII, Sect 1201 of the basic cooperative agreements. Mark purpose and obtain signatures as appropriate IAW NGR 5-1, Chapter 3.

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

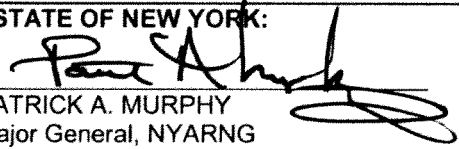
DESCRIPTION OF MODIFICATION:

1. This Appendix, W912PQ-12-2-1004, is hereby extended for Fiscal Year 2013. The effective date is 01 October 2012 and the termination date is 30 September 2013, "Subject to availability of Funds".
2. The Appendix number W912PQ-12-2-1004 is **changed to read W912PQ-13-2-1004 for FY2013.**
3. The Initial Maximum Funding Limitation (MFL-Federal) for this Appendix W912PQ-13-2-1002 for FY 13 is subject to the availability of funds.
4. The initial Estimated Cost (AFP-Federal) for this Appendix W912PQ-13-2-1002 for FY 13 is \$388,748.00.
5. In-Kind Assistance is \$0.
6. As FY2013 budgets are approved by NGB, program managers will add funding to the Appendix by separate modification and is subject to the availability of funds.

EXECUTION

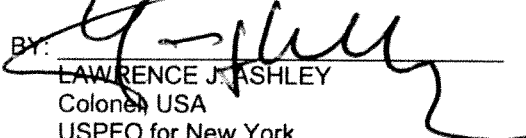
Except as provided herein, all terms and conditions of the Cooperative Agreement and/or Appendix remain unchanged in full force and effect.
IN WITNESS WHEREOF, the parties by their authorized representatives execute this Cooperative Agreement Modification.

THE STATE OF NEW YORK:

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

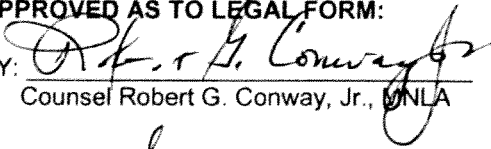
Date: 5 Oct 12

NATIONAL GUARD BUREAU:

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

Date: 9 Oct 12

APPROVED AS TO LEGAL FORM:

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

Date: 26 Sep 2012

APPROVED AS TO LEGAL FORM:

BY: 
Counsel Paul Sausville, COL, JA, NYARNG

Date: 28 Sep 2012

MNFE (37)

30 August 2012

MEMORANDUM FOR MNPF-PC (CW1 Davin)

SUBJECT: Modification of Master Cooperative Funding Agreement (CFA),
W912PQ-13-2-1004, Appendix #4 (IDS)

1. Request that a modification be issued to open Appendix #4 of the Master CFA for Fiscal Year 2013 as follows:

Section 406. Funding Limitation is changed as follows:

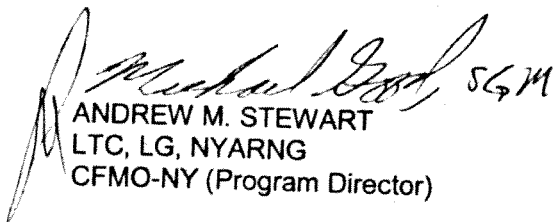
a. Funding.

	(Allotment) Maximum Funding Limitation	(AFP) Estimated Cost
Federal Share (100%)	\$00.00	\$388,748.00

b. In-Kind Assistance.

Within the Federal Share indicated above \$.00 is reserved and designated specifically for in-kind assistance through Federal procurement procedures. The use of in-kind assistance shall be at the request of the Adjutant General as approved by the USPFO. NGB-ARI approval is not necessary.

2. The point of contact for this matter is the undersigned, who may be reached at extension 4309.


ANDREW M. STEWART
LTC, LG, NYARNG
CFMO-NY (Program Director)

CF:
MNPF-CO

APPENDIX 4 ARNG ELECTRONIC SECURITY SYSTEM (ESS) INSTALLATION, OPERATION & MAINTENANCE (IO&M)

Section 401. General.

a. This Appendix to the Master Cooperative Agreement (MCA) prescribes the terms, conditions and administrative procedures related to the National Guard Bureau's (NGB's) federal contribution for the Army National Guard (ARNG), Army Installations Division (ILI), and Facility Management Branch (-F) (ARNG-ILI-F ESS) Electronic Security Systems Program Cooperative Agreement Program within the state. This Appendix is also referred to as the ESS Cooperative Agreement (ESSCA).

b. Statement of Facts.

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

(2) ARNG-ILI-F is authorized to contribute 100 percent of federal funds to the state for certain expenses incurred in rendering installation, operation and maintenance (IO&M) services of ESS equipment.

(3) ARNG-ILI-F ESS shall provide 100 percent federal support within funding limitations for authorized ESSIO&M. The support of ESSIO&M is authorized for facilities described as joint use of the federal and state government, coded for federal support in the Facilities Inventory and Support Plan (FISP) and approved for standardized ESS equipment by ARNG-ILI-F ESS.

(4) ESSIO&M provides federal support for Joint Services Interior Intrusion Detection System (JSIIDS), Commercial Intrusion Detection Systems (CIDS), Closed Circuit Television (CCTV), Biometric Security Devices, Electronic Entry and Access Control Equipment, Specialty Security Lighting (Demand Lighting Technology Systems DeLiTe)), and other ESS Systems as defined and approved by the ARNG-ILI-F ESS PM and associated on site and off site remote of authorized facilities.

(5) ESSIO&M rendered beyond the scope of services authorized in this Appendix will not be reimbursed through this agreement.

Section 402. Additional Definitions.

a. UL 827: Central Station Alarm Services is the UL standard that covers central monitoring facilities. Under UL 827, three categories exist. Each category is identified by its UL Category Control Number (CCN). The categories cover: 1) Protective Signal Services - Central Station (UUFX) and/or Burglar Alarm Systems - Central Station (CPVX) to monitor assets one or any of the following three (3) cases of Central Monitoring of High Security Assets: 1) The asset(s) is (are) under the authority of the National Industrial Security Program, 2) The asset(s) is (are) Sensitive Compartmented Information, and/or 3) The asset(s) is (are) Arms, Ammunition and Explosives (AA&E).

b. UL 2050: UL 2050 is a standard that describes monitoring, signal processing, investigation, servicing and operation of alarm systems for which a national industrial security system certificate has been issued by UL. This is the standard the security industry must follow to service U.S. federal government facilities. The alarm dealer, not the central station, who needs to be UL 2050-compliant in order to do government intrusion detection servicing.

Section 403. Office of Primary Responsibility.

a. The Office of Primary Responsibility for this Appendix is the Army National Guard Installations Division, Electronic Security Services (ARNG-ILI-F ESS).

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b. The Chief, ARNG-ILI, for the purposes of the Appendix, is the designee of the Chief, National Guard Bureau, and is the individual authorized to make modifications and final approval of all ESSIO&M budgets, the language of this Appendix, to authorize distribution and recall of ESSIO&M funds sent to the state USPFO, to receive specified accounting reconciliation reports, and to take any other action on behalf of NGB or the Chief, NGB, as specifically reserved under this Appendix for ARNG-ILI-F ESS.

Section 404. Scope of Agreement.

a. Scope of Services.

(1) The Grantee shall provide ESSIO&M support as outlined/specified in Section 404, para b. ESS maintenance and monitoring services, in support of Army Regulations (AR) 190-11, -13, -51, for facilities listed on the current Facilities Inventory and Stationing Plan (FISP). Those facilities include Readiness Centers, AASF, JFHQ, AFRC, CSMS, MATES, UTES, ASP, FMS, OMS, USPFO Warehouses, CHP and other facilities as approved by the ARNG-ILI-F ESS Program Manager that has such federal system requirements.

(2) The Grantee may contract for said services, provided the required and appropriate paragraphs and clauses are included as prescribed in Articles VIII and IX of the MCA and that the performance specifications listed below are met. ESSIO&M Activities shall include, but not limited to actions by the Grantee, through employment by the Grantee, of sufficient personnel, acquisition of supplies or services.

(3) Provide ESSIO&M for designated facilities and equipment according to Army Regulations (AR) 190-11, -13, -51, and ARNG-ILI-F ESS criteria, standards, and metrics.

(4) Provide monitoring of ESS equipment at a monitoring facility that is in compliance with UL 827 and UL 2050 as prescribed by the Unified Facilities Guide Specification, Division 28, Section 28 16 00.00 20, dated April 2006, and initiate action necessary to obtain appropriate response timing.

b. Performance Specifications.

(1) The Grantee shall furnish services to include the installation, operation and maintenance of Electronic Security Systems equipment at designated facilities identified above (Section 404-a).

(2) The Grantee ESS maintenance personnel shall respond within twenty-four (24) hours of notification of system failure.

(3) The Grantee shall perform preventive maintenance checks and services on each system no less than semi-annually as required by AR190-11 and AR190-13.

(4) The Grantee shall perform bi-annual inspections, of all aspects of Electronic Security Systems installation, operation and maintenance, as specified by AR190-11. Involved organizations/activities include various governmental agencies (federal, state and local); security equipment manufacturers and suppliers, alarm companies, monitoring agencies, and telephone companies.

Section 405. Authorized Activities/Charges.

a. Personnel.

(1) State Employee or State Contract Hire.

(2) Salary & Benefits (workmen's comp, FICA, vacation/holiday/sick leave).

1. Payments for salaries, to include approved overtime and allowable benefits in accordance with State personnel policy for the payment of salary and benefits of like state government positions within the same geographic area. If a State has a pay raise, pay freeze or pay cap, a hiring freeze or employee furloughs for like

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positions throughout the State, then State EES employees will have corresponding limitations. When there is no like state government position available, salary/wage will be equivalent to comparable level of effort (series and grade) to Federal Civil Service employee in the same geographic area.

(3) Travel Expenses.

(a) Reimbursement of travel expenses is authorized, at a rate consistent with State regulations, for personnel performing ESSIO&M activities, away from their home office. However, reimbursement for travel and per diem may not exceed the rate authorized in the Joint Travel Regulations (JTR), in accordance with OMB Circular A-87, Attachment B, and paragraph 41.

b. Installation Labor. Labor associated with the installation of ESS equipment as authorized by the State Military Department (SMD) and approved by the ARNG-ILI-F ESS PM.

c. Training. Authorized are costs associated with certifications, examinations, or licensing which are required by ARNG-ILI-F ESS, State or Federal agencies for the installation, operation or maintenance of ESS equipment; to include required attendance at ARNG-ILI-F ESS Training Workshop events, ARNG-ILI-F ESS Training/Certification courses, and specified ESS-manufacturer certification training for authorized equipment. ARNG-ILI-F ESS certification and/or manufacturer certification training shall be limited to attendance once every three (3) years. Courses and or training directly related to enhancing the industry trade performance of authorized ESS personnel in the execution of their ESSIO&M responsibilities may be requested and authorized. Training is not intended to provide for an Associate, Bachelor, Masters, or any other degree.

d. Equipment, machines, tools and vehicles. Authorized are costs associated with the purchase, rental, lease, operations, furniture, maintenance, authorized diagnostic equipment (i.e...computers, manufacturer-component laptops, etc.), and repair of equipment, machines, tools and vehicles necessary in the performance of this appendix. If the items are not for exclusive use, then the State Military Department must reduce its request for reimbursement proportionately. Advance approval by the ARNG-ILI-F ESS Program Manager is required.

(1) Rental or lease of items for a period in excess of 240 days requires USPFO approval of an economic analysis showing that this is the most cost effective alternative to ensure the State Military Department meets its responsibilities under the ESSIO&M Appendix.

e. Communications. Cellular communication service, to include cellular phone/personal digital assistant and their monthly charges, required by authorized ESS personnel in the performance of their duties. This includes the procurement of communication devices and monthly cellular phone charges to support the monitoring of the cellular back-up Intrusion Detection Systems (IDS) alarm devices. If the items are not for the exclusive use, in support of the ESSIO&M Appendix, then the Grantee must reduce its request for reimbursement proportionately.

f. Repair by Replacement. Repair by replacement of existing electronic security systems components, in approved ARNG-ILI-F facilities, may be accomplished, under this ESSIO&M Appendix, if said systems are damaged beyond repair. Such repairs will be verified and authorized, by the ARNG-ILI-F ESS PM, on a case-by-case basis. Replacement is not to be used as a substitute for obsolete systems. Planned replacements should be programmed and funded from IO&M minor construction funds.

g. Replacement Components. Replacement components that are more durable and provided longer life may be used if they can be economically justified and are approved in advance by ARNG-ILI-F ESS. Repairs shall not bring the ESS system to a state of utilization in excess of that which is currently authorized by ARNG-ILI-F ESS.

h. Repair Parts. Repair parts necessary to provide essential operational support of authorized ESSIO&M in approved ARNG facilities.

i. Supplies, components, materials and parts for repair and maintenance. Supplies, components, materials and parts necessary to ensure that the ARNG-ILI-F ESS approved electronic security system remains operational and provides the security required during non-duty hours to protect governmental property/facilities is authorized.

j. Monitoring:

(1) The Central Monitoring Station shall be in compliance with UL 827, Central Station Alarm Services, for the protection of Arms, Ammunition and Explosives (AA&E) vaults. UL 2050, National Industrial Security Systems as outlined in Division 28, Section 28 16 00.00 20, dated April 2006, of the Unified Facilities Guide Specifications (UFGS) is for the protection of Sensitive Compartmented Information Facilities (SCIFs).

a) UL 827 is for the intended protection of Arms, Ammunition, and Explosive (AA&E) vaults

b) UL 2050 is for the intended protection of Sensitive Compartmented Information Facilities (SCIFs)

c) The State should submit budget reimbursement discrepancies to ARNG-ILI-F ESS PM for verification.

(2) Monitoring charges for ARNG-ILI ESS approved electronic security systems that are in compliance with UFGS are authorized 100% federal support.

Section 406. Unauthorized Activities/Charges.

a. Procurement of uniforms for ESSIO&M personnel is not authorized.

b. Procurement of new ESS devices, accessories, or non-authorized equipment as per ARNG-ILI ESS Program standards & criteria for the installation of new systems is not authorized. Such equipment can only be procured and installed through established channels (ARNG-ILI-F ESS Program Office, MILCON or BRAC). Activities/charges for other than those stated in Section 405 are prohibited unless specifically approved by ARNG-ILI-F ESS.

c. Training and reimbursement in excess of the limitations stated in Section 405c.

Section 407. Budget Requirements.

a. Submission.

(1) The Cooperative Agreement (CA) PM shall submit a budget each fiscal year for ESSIO&M to ARNG-ILI-F ESS for approval. The budget shall list, by line item, the ESSIO&M to be funded under this Appendix and will indicate by line item the anticipated amount available for reimbursement through this agreement as per the ARNG-ILI-F ESS Program State Equipment Reporting tool for maintenance & monitoring of ESS equipment.

(2) The CA PM shall submit the budget for approval to ARNG-ILI-F ESS no later than 30 May, of each succeeding fiscal year, and shall be approved before the execution of this Appendix. Upon such approval, the budget shall be incorporated into the Appendix.

b. Limitations.

(1) The total amount of the budget shall be the maximum amount for which the ARNG-ILI-F ESS Program has obligated to reimburse the state for the costs of performance of this Appendix. The CA PM must submit a request to the ARNG-ILI-F ESS PM to increase or decrease the budget amount in accordance with Paragraph d, below.

(2) The Budget shall include any limitation, restriction, or instruction on the expenditure of funds.

(3) ARNG-ILI-F ESS, in its discretion, may unilaterally increase or decrease the overall budget total, the total for any facility or the total for any line item.

(4) The Army Management Structure Codes (AMSCO) provided in the annual budget guidance letter, by the ARNG-ILI-F ESS Program, is the only authorized AMSCO for use.

c. Budget Reports.

(1) The CA PM shall reconcile budget amounts with ARNG-ILI-F ESS periodically, as of 31 December, 31 March, 30 June, 30 September, and 31 December. This report is due 30 days after the "as of" date".

(2) The State shall submit any other requested financial or budget report that ARNG-ILI-F ESS may require.

d. Budget Changes.

(1) The CA PM must submit a written request through the Grants Officer/USPFO to ARNG-ILI-F ESS PM, to decrease or increase funds in their ESS budget.

(2) The request shall include an updated budget reconciliation report as an enclosure. The request will not be binding until the document receives the approval from the ARNG-ILI-F ESS PM; no reimbursement can take place until a CA modification to this Appendix has been executed.

Section 408. Appendix Administration.

Changes to the Appendix terms and conditions will be processed IAW NGR 5-1, Chapter 3

Section 409. Funding Limitation.

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

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

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

d. In accordance with Section 407 the following funding limitations are provided for each fiscal year as it occurs.

1. Fiscal Year 2010:	Approved Budget/(AFP) \$347,800.00	Total Dollars Obligated \$347,800.00
	Accomplished as In-Kind Assistance \$0	
2. Fiscal Year 2011:	Approved Budget/(AFP) \$475,100.00	Total Dollars Obligated \$227,496.16
	Accomplished as In-Kind Assistance \$0	
3. Fiscal Year 2012:	Approved Budget/(AFP) \$ 497,200.00	Total Dollars Obligated \$497,200.00
	Accomplished as In-Kind Assistance \$0.00	

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4. Fiscal Year 2013:	Approved Budget/(AFP) \$388,748.00	Total Dollars Obligated \$ _____
	Accomplished as In-Kind Assistance \$-0-	
5. Fiscal Year _____:	Approved Budget/(AFP) \$ _____	Total Dollars Obligated \$ _____
	Accomplished as In-Kind Assistance \$ _____	

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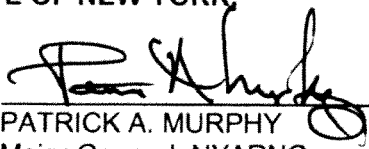
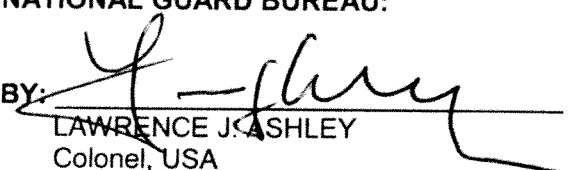
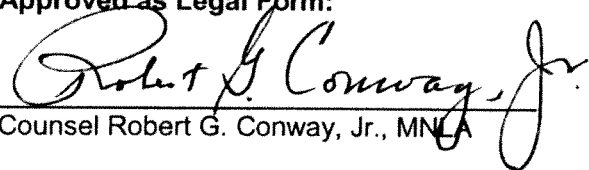
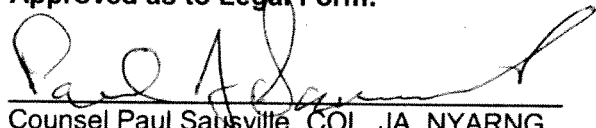
Section 410. Agreement Particulars.

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

a. Grantee/Recipient Category:	Government
b. Grantee/Recipient Type:	State Government
c. Grantee/Recipient DUNS:	044776024
d. Primary Place of Performance (if different from 'Issued To' on CA Modification Form):	
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(To include Zip + 4)	
e. Grantee/Recipient County (Primary Place of Performance):	36
f. Grantee/Recipient Congressional District (Primary Place of Performance):	Albany
g. Major Agency:	DOD
h. Agency Code:	2100
i. Funding Agency:	Army
j. Program Source Agency:	21
k. Transaction Type:	Cooperative Agreement
l. CFDA:	12.401
m. CFDA Program Title:	Operation and Maintenance, Army National Guard
n. Program Source Account-Funding:	2065
o. Treasury Appropriation Code:	2065
p. Award/Obligation/Action Date:	1Oct2012
q. Starting Date:	1Oct2012
r. Ending Date:	30Sept2013
s. Record Type:	Individual Action
t. Fiscal Year/Quarter:	2013/1st Qtr

EXECUTION

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

<p>STATE OF NEW YORK:</p> <p>BY:  PATRICK A. MURPHY Major General, NYARNG The Adjutant General</p> <p><u>5 Oct 12</u> (Date)</p>	<p>NATIONAL GUARD BUREAU:</p> <p>BY:  LAWRENCE J. ASHLEY Colonel, USA USP&FO for New York</p> <p><u>9 OCT 12</u> (Date)</p>
<p>Approved as Legal Form:</p> <p> Counsel Robert G. Conway, Jr., MNLA</p> <p><u>5 Oct 2012</u> (Date)</p>	<p>Approved as to Legal Form:</p> <p> Counsel Paul Sausville, COL, JA, NYARNG</p> <p><u>28 Oct 2012</u> (Date)</p>