

DIVISION II – Award Specific Terms and Conditions

Part 1: Additional Information.

Statement of Facts.

Section A. This Cooperative Agreement Award (CA Award) prescribes the terms, conditions, policy and administrative procedures related to the National Guard Bureau's (NGB) Federal assistance provided for Army National Guard Antiterrorism Program Coordinator (ATPC) Activities.

Section B. The authorities and provisions set forth in NGB issuances and are incorporated into this CA Award by reference.

Section C. Contributions.

1. We, NGB will provide 100% support, subject to the availability of funding and within our funding limitations, as indicated in Division I, Field 22 of this CA Award. ATPC activities are authorized for facilities described as joint use of the state and the Federal government and coded for Federal support in the Facilities Inventory and Support Plan. ATPC activities that are outside the scope of this CA Award will not be supported by Federal funds.

2. The use of In-Kind Assistance is authorized; however, it is always the exception to the standard practice of using the Recipient's procurement system to obtain supplies, equipment, services, or construction.

Section D. Substantial Involvement. In addition to NGB's normal stewardship (i.e., site visits, program reviews, performance reporting, and financial reporting activities) required of Federal assistance awards, NGB will be substantially involved in the post award activities of this CA Award. Key NGB personnel substantial involved in these activities are listed in Part 3 of this CA Award. Substantial involvement for this CA Award includes but is not limited to:

1. Providing technical guidance and direction for activities under this CA Award as needed.

2. Ensuring levels of effort are sufficient to allow the recipient to meet the terms and conditions of the award.

3. Pre-approval for any training not already approved through the initial approved budget submission

4. Pre-approval for any travel not already approved through the initial approved budget submission.

5. Pre-approval of any sub-recipients/sub-contractors by the Grant Officer.

6. **[Other specific involvement for this agreement required by the Grants Officer]**

Part 2: Definitions. **RESERVED**

Part 3: Points of Contact and Responsibilities.

Article I. Formal appointments, designations, delegations identifying key personnel are important to open lines of communication and are required by all parties to properly administer this CA Award. Any notice, transmittal, approval, or other official communication made under this CA Award will be in writing and delivered to the other party. All parties to this agreement will notify one another if the personnel in these key positions change no later than 10 working days. Notifications will be included with the official CA Award file. Change in key personnel will not be sole purpose to modify this CA Award. Updates to key personnel to the CA Award will be included in the next required modification.

Article II. National Guard Bureau.

Section A. National Guard Bureau Office of Primary Responsibility Program Manager.

1. The National Guard Bureau Office of Primary Responsibility Program Manager (NGB-OPR Program Manager) for this CA Award is Mr. Dean Connors, ARNG-ODP, dean.s.connors.civ@army.mil, (703) 607-9198. ARNG-ODP is under the direction of ARNG G3, Operations Division.

2. The NGB-OPR Program Manager for the purposes of this CA Award is the designee of National Guard Bureau for the technical administration of the program/project and will work through the Grants Officer with regards to any changes to the program once the CA Award is executed.

Section B. National Guard Bureau Grants Officer.

1. The NGB Grants Officer for this CA Award is COL Shane Martin; COL, USA; 2433 NW 24th Street, Lincoln NE, 68524; shane.m.martin.mil@army.mil; (402) 309-8250.

2. The NGB Grants Officer is appointed and warranted by the Head of the Contracting Activity or designee to represent the National Guard Bureau for the CA Award. Once executed, the Grants Officer is the only person authorized to make any changes to the CA Award and approve payments. The Grants Officer appoints the Grants Officer Representative (GOR) and the Federal Cooperative Agreement Program

Managers (Federal CA PM).

Section C. Grants Officer Representative.

1. The Grants Officer Representative for this CA Award is Mr. Matthew Zeigler; Grants Officer Representative; 2433 NW 24th Street, Lincoln NE, 68524; matthew.j.zeigler6.civ@army.mil; (402) 309-8288.

2. The GOR is the subject matter expert (SME) on NGB CAs and will provide advice on CA Awards and day to day administrative actions and technical monitoring of the CA Award. The GOR maintains and holds the official CA Award file for the Grants Officer and is responsible for preparing, staffing, and distributing the CA Award, all modifications and Grant and Cooperative Agreement Policy Letters to the Recipient.

Section D. Federal Cooperative Agreement Program Manager.

1. The Federal CA PM for this CA Award is COL Jeffrey Searcey; G3; 2433 NW 24th Street, Lincoln NE, 68524; jeffrey.c.searcey.mil@army.mil; (402) 309-8310.

2. The Federal CA PM manages the Federal obligations and expenditures and provides daily technical monitoring, direction, and guidance as the SME on behalf of the Grants Officer for this CA Award.

3. The Federal CA PM is responsible for implementing and enforcing management controls for this CA Award to ensure the Recipient is in compliance with all laws, regulations, terms and conditions and the articles of this CA award. Management controls and sound fiscal principles will also be in place to minimize the risk of fraud, waste and abuse.

Article III. Recipient Organization.

Section B. Recipient.

1. The Recipient for this CA Award is Major General Craig Strong; The Adjutant General; 2433 NW 24th Street, Lincoln NE, 68524; craig.w.strong.mil@army.mil; (402) 309-8104.

2. The Recipient will:

a. Comply with the terms, conditions, and standards of this CA Award.

b. Provide the personnel, supplies, services, and matching funds (identified in Division I) required to allow for the proper management and execution of the work in accordance with this CA Award.

c. Designate a project director who will supervise and manage all personnel, activities and projects within the scope of this CA Award on your behalf in accordance with laws, regulations and sound business practices. The project director will coordinate activities with the Federal CA PM.

d. Designate a financial administrator who will receive funds, and account for all expenditures for this CA Award. Your financial administrator will also make returns and reports concerning expenditures as required.

e. Designate a property administrator who be responsible for accounting for your property acquired in support of this CA Award. Your property administrator will catalog, dispose, inventory and report on this property to the Grants Officer as required.

Section C. Recipient Points of Contact.

1. The project director for this CA Award is Mr. Steven Petersen; Deputy Director; 2433 NW 24th Street, Lincoln NE, 68524; steven.p.petersen.nfg@army.mil; (402) 309-8106.

2. The financial administrator for this CA Award is Ms. Lauren Hargreaves; State Controller; 2433 NW 24th Street, Lincoln NE, 68524; lauren.m.hargreaves.nfg@army.mil; (402) 309-8120.

3. The property administrator for this CA Award is Ms. Rebecca Stevenson; State Admin Officer; 2433 NW 24th Street, Lincoln NE, 68524; rebecca.s.stevenson2.nfg@army.mil; (402) 309-8121.

Part 4: Scope and Administration of Award.

Article I. Scope. The Recipient shall conduct activities required to assist in the development, maintenance and continuity of the state's Antiterrorism (AT) program.

Article II. Administration.

Section A. In order to perform duties under this CA Award, in addition to any state requirements, Recipient employees/contractors must be certified as an Antiterrorism Officer (AT Level II). Certification will be through the United States Army Military Police School or another DoD Service Antiterrorism Officer certifying course of instruction.

Section B. The Antiterrorism Program Coordinator (ATPC) provides assistance to the Recipient Leadership in the development, maintenance and continuity of the Recipient's Antiterrorism Program. This position is not a replacement for the Federal Antiterrorism Officer, rather it is to work in conjunction, on behalf of the Recipient, with that required position. Minimum specific activities include:

1. Assist and advise the Recipient Leadership in developing and disseminating AT policy, guidance, and mandatory standards for protecting ARNG personnel, information, critical resources, key assets, and critical infrastructure from acts of terrorism.
2. Assist and advise the Recipient Leadership in developing and disseminating AT specific Risk Assessments for special events, mobilizations, assets, facilities and installations within your organization.
3. Assist and advise the Recipient Leadership in developing required annual and emergent threat assessments for special events, mobilizations, assets, facilities and installations within your organization.
4. Assist and advise the Recipient Leadership in developing and disseminating Random Antiterrorism Measures (RAM) to all subordinate units within the State and tracking RAM measures implemented throughout the organization.
5. Assist and advise the Recipient Leadership in preparing and maintaining contingency plans for the mitigation, alert, response, recovery, and reporting of terrorist events or actions within your organization.
6. Assist Recipient Leadership in coordinating with Federal, State, Local and Military law enforcement to develop, update, and support the Recipient AT program and share critical information and resources.
7. Assist Recipient Leadership in coordinating with Federal, State, Local and Military law enforcement in the conducting, publishing and dissemination of annual State specific threat assessments and assist subordinate elements, in conducting localized threat assessments.
8. Assist Recipient Leadership in tracking required AT Level I through AT Level IV training and Security Engineering training status for all ARNG personnel within the State, and in ensuring AT training is incorporated into unit training plans and pre-mobilization training.
9. Assist Recipient Leadership in the evaluation of Antiterrorism plan exercises at subordinate commands.
10. Assist and advise the Recipient Leadership in conducting triennial Higher Headquarters program reviews for subordinate installations, facilities and sites and assist with pre-deployment vulnerability assessments for deploying units.
11. Assist and advise the Recipient Leadership in organizing command and staff relationships regarding AT and in the establishment of a functional AT Committee and Threat Working Group within your state. NOTE: Requirement for an AT Executive

Committee and Threat Working Group may be satisfied by participation in a State level Protection Executive Committee or Protection Threat Working Group.

12. Assist and advise the Recipient Leadership in ensuring AT resource requirements are identified and prioritized based on threat, vulnerability, and criticality.

13. Assist the Recipient Leadership in the management of identified vulnerabilities in the designated DoD database of record. Records maintenance of the state's identified vulnerabilities must be conducted by the designated Federal Antiterrorism Officer (ATO).

14. Assist the Recipient Leadership in conducting AT review of military construction (MILCON) projects. Signature authority for required construction reviews would rest with the designated Federal ATO.

15. Assist the Recipient Leadership in the development and management of Antiterrorism Awareness products of applicable communication platforms.

16. Assist the Recipient Leadership in the identification and designation of High-Risk Personnel within the State and ensuring individuals so designated receive appropriate resources and additional training per Recipient regulations and AR 190-58.

Part 5: Cost Principles.

Article I. Allowable Expenses. The following are allowable expenses authorized under this CA Award:

Section A. Personnel Costs.

1. Salary and benefits costs attributable to this CA Award are allowable in accordance with General Terms and Conditions, Subdivision D.
2. Travel costs for recipient employees under this CA Award are allowable in accordance with General Terms and Conditions, Subdivision D.
3. Training costs for recipient employees under this CA Award are allowable.

Section B. Material Allowances.

1. RAM Equipment and Materials. Funding provided under this CA Award may be used to support RAM throughout your state. Equipment and materials procured for RAM must not be permanent in nature and must not be intended to supplant or replace existing physical security equipment. Examples of RAM equipment and materials include, but are not limited to, portable barriers, portable barricades, temporary signage, counter-surveillance equipment.

2. Exercise Equipment and Materials. Funding provided under this CA Award may be used to support AT or consolidated exercises that have AT scenarios included. Examples of exercise equipment and materials include, but are not limited to, inert explosives training aids, inert firearms, handheld communications equipment (must not be compatible with existing radios in use by security guards or other emergency response entities).

3. AT Program Equipment and Materials. Funding provided under this CA Award may be used to support the AT program in the conduct of vulnerability assessments or program reviews, threat and criticality assessments. Examples of equipment and materials include, but are not limited to, digital cameras, tape measures, clipboards.

Article II. Unallowable Expenses. Office Equipment, such as but not limited to desktop or laptop computers, printers, fax machines, scanners, cellular phones, tablets are not authorized AT Program Equipment Expenditures and are unallowable expenses under this CA Award.

Article III. For expenses not addressed in Articles I and II, you, the recipient, are required to obtain prior approval from us, NGB-OPR Program Manager. Formal requests for approvals must go through the Grants Officer. The response may come from the Federal CA PM, Grants Officer or the NGB-OPR Program Manager as the Grants Officer deems appropriate to your request.

Part 6: Fiscal Requirements.

Article I. Budget.

Section A. Prior to the beginning of the period of performance, you, the Recipient and the Federal CA PM, will jointly develop a budget based on the requirements of this CA Award for the upcoming budget period. Timelines and procedures for developing the final approval of the budget will rest with the NGB-OPR Program Manager who will provide the Grants Officer guidance as to the availability of NGB funds authorized for this CA Award. We, NGB, are not responsible for reimbursing you, the recipient, above the approved budget for your expenses associated with the execution of this CA Award.

Section B. You the Recipient shall submit a budget to ANRG-ODP through the Federal CA PM for approval by the suspense provided by the ARNG Antiterrorism Program Manager for each succeeding fiscal year. Upon such approval, the Budget shall be incorporated into the CA Award. The budget shall list by line item all AT assessments, equipment, training, exercises, and program operating costs to be funded under this CA Award and the amount of that line item for which it expects to receive resources from ARNG-ODP.

Section C. If there is not an approved budget prior to the beginning of the period of performance, the Grants Officer may execute a modification to the CA Award indicating an anticipated budget amount not to exceed the prior year's budget less 10%. Any work performed under this situation will be at the risk of you, the Recipient until the funds are obligated onto the CA Award.

Article II. Funding.

Section A. This CA Award will be funded either incrementally or fully for the period of performance. Only funds obligated via an executed CA Award modification signed by both of us are available to you, the recipient, under this CA Award. Identification of additional expenses during the period of performance in this CA Award does not commit NGB to fund the award above the current approved budget or beyond the approved budget period.

Section B. Changes in funding levels will not be binding until there is an executed CA Award modification agreeing to the change.

Section C. If either party requires the funding limitations to be more detailed than it is prescribed in Division I, Field 22, that information will be entered into Division I, Fields 29,30 or 31 or on a continuation sheet that will be as agreed to.