



04-9730-0124-CA

CONTINUATION OF  
COOPERATIVE AGREEMENT AWARD  
BETWEEN THE  
MONTANA DEPARTMENT OF LIVESTOCK (COOPERATOR)  
AND THE  
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
VETERINARY SERVICES (APHIS)

Under the provisions of Article 18 of Notice of Cooperative Agreement Award programs are hereby continued for Federal Fiscal Year 2004. The terms and conditions of this Agreement are presented in their entirety below.

ARTICLE 1

The purpose of this Agreement is to provide Federal financial assistance to conduct program activities of mutual interests and aid in accomplishing the bison operation.

ARTICLE 2

Authority exists under the Animal Health Protection Act, Section 7, United States Code 8310 for the Secretary of Agriculture to cooperate with States or political subdivisions thereof, farmers' associations, and similar organizations, and individuals to eradicate and control any communicable diseases of livestock and poultry.

ARTICLE 3

The cooperating parties agree to/that:

- a. The Work Plan and Financial Plan developed by the Cooperator and APHIS are incorporated into this Agreement by reference.
- b. The provisions of this Agreement will not replace functions that are being conducted by the Cooperator but will supplement those activities and increase program benefits to all parties.
- c. The employee(s) responsible for this work will be under the general program direction of the Cooperator and APHIS. Supervision of personnel will be provided by their employing organization, and they will be subject to their employing organization's rules and regulations.

ARTICLE 4

The Cooperator agrees to/that:

- a. To designate Marc Bridges, Executive Officer Board of Livestock, P.O. Box 202001, Helena, Montana 59620-2001, Telephone (406) 444-7323, Fax (406) 444-1929 as the Cooperator's authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement.

b. Furnish employees, as required, to accomplish the survey activities outlined in the Work Plan and Financial Plan.

c. Provide funds as partial payment of expenditures incurred in carrying out the terms of this Agreement in accordance with the Work Plan and Financial Plan.

d. Submit to APHIS' authorized representative quarterly accomplishment reports on program activities outlined in the Work Plan and Financial Plan. The reports will be used by APHIS to verify compliance with provisions of this Agreement. These reports are due no later than 30 days after the end of each Federal fiscal quarter except the final report which is due no later than 90 days after the Agreement expires or terminates.

e. Submit to APHIS' authorized representative a properly certified quarterly Financial Status Report, SF-269, no later than 30 days after the end of each Federal fiscal quarter and a final SF-269 no later than 90 days after the Agreement expires or terminates. Any requests for an extension of time to submit the SF-269 must be made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 day period allowed for submitting the report. Extensions of time to submit the SF-269 are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing.

f. Treat any program income derived under this Agreement in accordance with the provisions of 7 CFR 3016.25(g)(1) or 7 CFR 3019.24(b)(3), as applicable, commonly called the Deduction Alternative which provides for a decrease in the financial contributions of each cooperating party to this project.

g. Submit to APHIS a properly certified Request for Advance or Reimbursement, SF-270, when requesting payment for expenditures. A payment request may be submitted quarterly or more frequently; however, advance of funds will be made by APHIS in increments as indicated under 11.j of the SF-270 to cover monthly disbursement needs.

h. Enroll in Vendor Express to receive electronic funds transfers of all payments requested on the SF-270 by contacting the United States Department of Agriculture, National Finance Center on (800) 421-0323 or (504) 255-4647. Cooperators without accounts at financial institutions can request waivers due to hardship because of physical or geographical barrier.

i. APHIS may withhold payments called for in Article 5.b under the conditions outlined in 7 CFR 3016.21(g) or 7 CFR 3019.22(h).

j. When transmit frequency determining devices (transmitters) are owned by the Federal Government, the Federal Government will have responsibility for frequency support (frequency authorizations for fixed locations). If Cooperator-owned devices are provided, it will be the Cooperator's responsibility to obtain frequency support by application to the Federal Communications Commission for use of government frequencies, or to obtain non-government frequencies. All radio equipment will be maintained to original factory technical specifications. Mobile radio equipment removed from service will be kept at a central location with notification made to the designated Federal official. Notification of any changes, relocation, or removal of base stations or repeater stations in the system will be made to the APHIS Radio Communications Manager at Riverdale, Maryland, who will be available for technical guidance and, if needed, make periodic trips to monitor the system.

## ARTICLE 5

APHIS agrees to that:

a. To designate the Area Veterinarian In Charge, 208 N. Montana Ave., Suite 101, Helena, Montana 59601, Telephone (406) 449-5407 and Fax (406) 449-5439 as APHIS' authorized representative who shall be responsible for collaboratively administering the activities conducted under this Agreement.



b. Provide funds on an advance or reimbursable basis as partial payment of allowable, agreed-to costs incurred by the Cooperator in carrying out the terms of this Agreement in accordance with the Work Plan and Financial Plan.

c. Make advance payments, if requested by the Cooperator, monthly and upon receipt of a properly certified Request for Advance or Reimbursement, SF-270.

d. Assist the Cooperator in selecting qualified candidates to perform activities outlined in the Work Plan and Financial Plan and provide general program direction to employees assigned to the cooperative endeavor. However, the assigned employees will remain subject to the Cooperator's rules and regulations.

e. Provide special training to carry out assignments, as mutually deemed necessary.

#### ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

#### ARTICLE 7

Actual costs incurred for unemployment insurance or equitable contributions made to a self-insured unemployment fund are allowable. APHIS does not allow payment of costs incurred for unemployment claims.

#### ARTICLE 8

Under 41 USC 22, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

#### ARTICLE 9

Provisions applicable to this Agreement shall be in accordance with the United States Department of Agriculture's "Uniform Federal Assistance Regulations," 7 CFR 3015; "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 7 CFR 3016, and/or "Uniform Federal Assistance Regulations," 7 CFR 3019; "Government wide Debarment and Suspension (Non-Procurement) and Government wide Requirements for Drug-Free Workplace," 7 CFR 3017; "New Restrictions on Lobbying," 7 CFR 3018; and Office of Management and Budget regulations governing "Controlling Paperwork Burdens on the Public," 5 CFR 1320.

#### ARTICLE 10

APHIS reserves the right to transfer title to any equipment purchased partially or fully by the Cooperator under this Agreement with Federal funds within 120 days after this Agreement expires or terminates.

## ARTICLE 11

The Cooperator has the explicit duty of notifying APHIS' authorized representative, in writing, prior to the time of application for any patent or invention which is paid for in any manner or any percentage of funds provided by APHIS. This duty is not limited to the period during the Agreement, but may arise at any time during or subsequent to the Agreement. APHIS reserves to itself a royalty-free, nonexclusive, and irrevocable right to use and authorize others to use the product or invention produced under this Agreement for Government purposes. APHIS also retains the ability to force utilization of the patented invention by designating licenses in any field of use where the patentee has failed to act with reasonable diligence.

Any royalties or equivalent income earned during the effective period of this Agreement on patents or inventions derived under this Agreement shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1) or 7 CFR 3019.24(b)(3) as applicable.

## ARTICLE 12

APHIS reserves a royalty-free, nonexclusive, and irrevocable license to exercise, and to authorize others to exercise, the rights for Federal government purposes to copyrighted materials developed under this Agreement. Subject to this license, the owner is free to exercise, preserve, or transfer all its rights. The Cooperator shall ensure that no agreement is entered into for transferring the rights which would conflict with the nonexclusive license of APHIS.

Any royalties or equivalent income earned during the effective period of this Agreement on copyrighted material derived under this Agreement shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1) or 7 CFR 3019.24(b)(3) as applicable.

## ARTICLE 13

The final draft of any funded publication or audiovisual must be submitted by the Cooperator to APHIS' authorized representative prior to final printing, editing or release of the product so that APHIS can make a determination as to whether APHIS' participation in the project will be acknowledged. APHIS, furthermore, may require that the Cooperator modify or purge any acknowledgment of its support for activities conducted under this Agreement as a result of its review of a final draft. If APHIS has not responded within 30 days of receipt of the draft, the Cooperator will be free to proceed with publication without an acknowledgment. In the event that APHIS elects not to acknowledge the product, the Cooperator agrees not to attribute sponsorship by APHIS by any means including, but not limited to, publications, interviews, new releases, etc.

When an acknowledgment is desired by APHIS, unless otherwise instructed by APHIS, the statement shall read: "This material was made possible, in part, by a Cooperative Agreement from the United States Department of Agriculture's Animal and Plant Health Inspection Service (APHIS). It may not necessarily express APHIS' views."

Additionally, any other acknowledgment by the Cooperator of APHIS support shall have the express written permission of APHIS through its representative designated under this Agreement.

## ARTICLE 14

As a condition of this Agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of this Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements including those set out in 7 CFR 3019, which hereby are incorporated in this Agreement by reference, and such other statutory provisions as are specifically set forth herein.

## ARTICLE 15

In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under the Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act for the current Federal fiscal year, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

ARTICLE 16

The funding period mentioned in this Agreement constitutes the time when Federal funding is available for obligation by the Cooperator. Any funds not obligated by the Cooperator during the funding period will revert to APHIS upon the expiration or termination of this Agreement. APHIS limits the funding period for Agreements to no more than one year, including the period during which pre award costs are incurred. Any agreement funded by APHIS for less than one year may be extended by APHIS in writing, while still in the current Agreement funding period, up to the full year, upon written request of the Cooperator. Additionally, APHIS may, upon written request by the Cooperator, extend the due date for any financial or progress reports, as required under this Agreement and supporting Federal Regulations, for a period of time to be determined by APHIS.

ARTICLE 17

No person in the United States shall, on the grounds of race, color, national origin, sex, age, religion, political beliefs, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the recipient receives Federal financial assistance. Not all prohibited bases apply to all programs.

ARTICLE 18

This Agreement is awarded in the amount of \$660,000.00. It shall become effective October 1, 2003 and shall continue through September 30, 2004, subject to continuation in writing by mutual agreement of the parties. Further, this Agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated following provisions of 7 CFR 3016 or 7 CFR 3019, as applicable.

UNITED STATES DEPARTMENT  
OF AGRICULTURE  
ANIMAL AND PLANT HEALTH  
INSPECTION SERVICE

MONTANA DEPARTMENT OF LIVESTOCK  
EXECUTIVE OFFICER TO THE BOARD  
MARC BRIDGES - PO BOX 202001  
HELENA, MONTANA 59620-2001

NAME: Jose R. Diez

NAME: Marc Bridges

TITLE: Director, WRD, VS

TITLE: Executive Officer

SIGNATURE: Jose R. Diez

SIGNATURE: Marc Bridges

DATE: 2-24-04

DATE: 20 FEB 2004

Acct. code : 452 9730 335

Amount : \$660,000

CA # : 04-9730-0124-CA





BUDGET INFORMATION — Non-Construction Programs

SECTION A — BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. 04-9730-0124CA		\$	\$	\$ 660,000	\$ 21,000	\$ 681,000
2.						
3.						
4.						
5. TOTALS		\$	\$	\$ 660,000	\$ 21,000	\$ 681,000

SECTION B — BUDGET CATEGORIES

Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$ 180,950	\$	\$ 180,950
b. Fringe Benefits			54,050		54,050
c. Travel			15,000	6,000	21,000
d. Equipment			10,000		10,000
e. Supplies			21,000	15,000	36,000
f. Contractual			197,348		197,348
g. <del>Construction</del> Communications			5,000		5,000
h. Other Rent			22,000		22,000
Repair & Maint., Utilities & Other			23,652		23,652
i. Total Direct Charges (sum of 6a - 6h)			529,000	21,000	550,000 <i>gd</i>
j. Indirect Charges			131,000		131,000
k. TOTALS (sum of 6i and 6j)	\$	\$	\$ 660,000	\$ 21,000	\$ 681,000
Program Income	\$	\$	\$	\$	\$



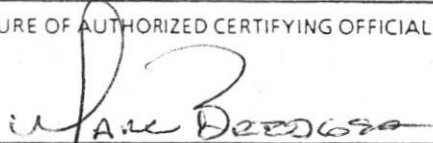
## ASSURANCES — NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Executive Officer
APPLICANT ORGANIZATION Montana Department of Livestock	DATE SUBMITTED 2-17-04



**Narrative/Workplan:  
Cooperative Agreement 04-9730-0124CA  
Montana Department of Livestock**

The purpose of Montana's bison operations is to implement the Interagency Bison Management Plan and to prevent the introduction of brucellosis into the State of Montana due to brucellosis infected bison entering the state from Yellowstone National Park (YNP). The State of Montana accomplishes this objective by hazing bison back into the park, capturing and testing bison or if necessary lethal removal of bison as per the Joint Bison Management plan adopted on December 22, 2000.

In order for Montana to maintain its brucellosis-free status it is legislatively mandated to ensure that brucellosis infected bison moving from the YNP area do not spread the disease to Montana's livestock. In order to accomplish this task the State of Montana has employed staff and contracted with veterinarians, and various vendors to haze bison back into the park, haze bison into capture facilities, collect blood and/or tissue samples, conduct tests of the bison, as necessary transport bison to slaughter facilities, and donate heads, hides and meat to Native Americans and various charitable organizations as provided by state law. Department of Livestock (DOL) staff assemble capture facility(s) and also reclaim the area after the capture facility(s) is dissembled each year.

The bison move out of YNP into the Gardiner and West Yellowstone areas. They may also move onto various livestock producer and other private properties and cause damage as well as threaten the spread of brucellosis to animals and possibly undulant fever to humans.

DOL staff assemble a capture facility near Horse Butte after December 1<sup>st</sup> in accordance with a forest service use permit. The facility is taken down in late spring. It must be dissembled in accordance with USFS permit during the interim months. The Duck Creek capture facility is located on private property.

The capture facility(s) operation involves around the clock observation and security. Rental of equipment is necessary for snow plowing one and a half miles of forest service road leading into the Horse Butte facility and for snow removal in and around the capture facility(s). The snow accumulation is often over five feet per year. Contacted services also include the transportation of bison to slaughter or for release, aircraft contract for bison surveillance and hazing. DOL has an interagency service agreement with the Montana Department of Fish Wildlife and Parks to provide personnel and equipment to implement the Joint Bison Management Plan.

Equipment rental also includes snowmobiles, and a skid-steer loader. Necessary supplies, materials, communications and travel are included in the budget. DOL purchases necessary equipment for the operation of the capture and testing facility(s). The Joint Bison Management Plan provides greater detail of this cooperative effort to prevent the entrance of brucellosis into the State of Montana.



# MONTANA DEPARTMENT OF LIVESTOCK

## Financial Plan FY 2004

### Brucellosis Prevention Operations

		Montana (In Kind)		USDA/APHIS	
1000	PERSONAL SERVICES		Direct	\$235,000	
	Total Personal Services		Indirect	<u>\$131,000</u>	\$366,000
2000	OPERATIONS				
	2100 Other Services				
	Security, Vet Services, Legal			\$197,348	
	2200 Supplies and Materials				
	Vet Supplies, minor tools, fuel, feed, etc	\$15,000		\$21,000	
	2300 Communications			\$5,000	
	2400 Travel	\$6,000		\$15,000	
	2500 Rent			\$22,000	
	2600 Utilities			\$1,500	
	2700 Repair and Maintenance			\$6,000	
	2800 Other			<u>\$16,152</u>	
	Total Operations				\$284,000
3000	3100 Equipment (Operational, Lab and Other)			<u>\$10,000</u>	
	Total Equipment				<u>\$10,000</u>
	<b>GRAND TOTAL</b>	<b>\$21,000</b>			<b>\$660,000</b>

**Montana Department of Livestock**  
**FY 2004 Budget Narrative:**  
**Cooperative Agreement 04-9730-0124CA**

Personal Services

Direct Personal Services are for six FTE working at the bison capture and testing facilities. Indirect costs are 20% of budget for veterinarian, administrative, professional, and support personal services working with the bison management program.

Contracted Services

Contracted services are primarily for security, consulting services, legal services, lab testing, printing and other costs. Contract security is required to protect two capture facilities. Consulting and professional services also includes contract veterinarians to conduct bison brucellosis tests. There is also some consulting work for environmental review and analysis.

Supplies and Materials

Supplies and materials include items necessary for the bison program operations. This includes such items as fuel for vehicles, minor tools and equipment, munitions, electrical supplies for lighting the facility, uniforms and clothing for personnel working on site, office supplies, law enforcement items, lab supplies, veterinarian supplies, housing supplies, hay and grain, photo and reproduction supplies and miscellaneous supplies.

Communications

Communications include expenditures for cellular and regular phones and related charges, phone equipment, long distance charges and postal services.

Travel

Travel is for bison ground crews and other department employees traveling to Gardiner and West Yellowstone to perform bison disease control duties. It also includes travel to out-of-state meetings on bison and brucellosis issues attended by officials of the department.

Rent

The rent category includes such items as snow removal equipment, snowmobiles, loaders, rental of aircraft to count bison, and other specialized equipment. It also includes rent for the housing of bison ground crew workers.

Utilities

The utility costs are for the propane, and electricity to operate the lab test trailer.

Repair and Maintenance

The bison operation repair and maintenance category includes such items as vehicle repair and maintenance, repair of snowmobiles, and radio and communication equipment.

Other Expenses

Slaughter meat processing, education and training, subscriptions and research material, public relations materials, freight, position recruiting.

Equipment

Extensive snow during the bison/brucellosis disease control operations requires snowmobiles and snow removal equipment. Also brucellosis lab testing and field monitoring equipment is necessary for brucellosis detection and monitoring. Brucellosis testing lab equipment is also necessary.

File:\Budget Categories - Nar



**JUSTIFICATION FOR NON-COMPETITIVE FEDERAL ASSISTANCE**

USDA-APHIS

**INSTRUCTIONS:** Prepare in triplicate. Send the original to your Authorized Departmental Officer (Regional Directors; Directors of NPPS; Director, NSEP; and Assistant Deputy Administrator, AHP). Send one copy to the Budget and Accounting Division, retain one copy for your files.

RECOMMENDATION (separate only with the following)

Montana Department of Livestock

FOR (description of supply or service)

Bison Operation/Brucellosis

AGREEMENT/GRANT NO.

04-9730-0124-CA


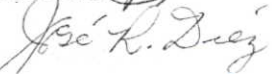
ESTIMATED COST

660,000

Before requesting this non-competitive Federal Assistance, the following factors were considered and the following responses and narrative justification are provided to support this request. For each item, "X" one column only indicating yes or no. Provide narrative responses for all "Yes" answers and attach to this form. Cite item number.

	Yes	No
1. Is the item a patented, copyrighted or licensed item? If so, how is this material to your justification?		X
2. Does the applicant have a capability which is important to the specific effort and one that makes him clearly more desirable than another firm in the same general field? Explain.	X	
3. Does the applicant possess prior experience, of a highly specialized nature, not possessed by others, which is vital to the proposed effort? How was this determined? Describe specialized experience.	X	
4. Does the proposed applicant have personnel considered predominant experts in the particular field? In what respect? How was this determined?	X	
5. Does the applicant have facilities and test equipment which are specialized and vital to the effort? Describe.	X	
6. Does the applicant have a substantial investment of some kind which would have to be duplicated at Government expense by another firm entering the field? Explain.		X
7. If schedules are involved and are critical, can the selected applicant best meet them? Explain.	X	
8. If lack of drawings or specifications are guiding factors, is the proposed applicant best able to perform under these conditions? Explain.	X	
9. Is the effort a continuation of a previous effort performed by the proposed applicant? Explain.	X	
10. Are there any unique factors to be considered? Describe.	X	
11. Has this item or service been awarded previously? If so, what prior steps were taken to make this assistance award a competitive one?	X	
12. Does this request represent an acceptance of an unsolicited proposal? If affirmative, how was proprietary information treated? What factors preclude competitive solicitations for same or similar results?		X
13. WHAT STEPS ARE TO BE TAKEN (dam, tooling, etc.) IN THE AWARD TO INSURE THAT THE NEXT ASSISTANCE AWARD (if any) WILL BE PLACED ON A COMPETITIVE BASIS		

See attached justification

CERTIFICATION			
I hereby certify that to the best of my knowledge, no other item/service will reasonably substitute for the requested item or service.			
NAME AND TITLE OF REQUISITIONER (Type or print)		SIGNATURE	DATE SIGNED
Amie Butler, Acting AVIC			2/23/04
<input checked="" type="checkbox"/> CONCUR <input type="checkbox"/> DO NOT CONCUR	NAME AND TITLE OF APPROVING OFFICIAL (Type or print)	SIGNATURE	DATE SIGNED
	Jose R. Diez, Director, WRO		2/24/04

## Justification of Non-competitive Federal Assistance

2. Yes, Montana is bound by state statute and the provisions of the Interagency Bison Management Plan to operate capture facility(s) and perform bison management work.
3. Yes, Montana has the only bison brucellosis disease control experience in the management of the bison capture facility(s).
4. Yes, Montana has on staff or on contract the Designated Brucellosis epidemiologist as approved by APHIS. Other staff has extensive experience in disease control and bison management.
5. Yes, the State of Montana has the specialized bison capture facility equipment to operate capture facility(s).
7. Yes, Montana can meet schedules that are highly variable, on an as needed basis.
8. Yes, operational guidelines are developed from experience in managing such facility(s).
9. Yes, since 1989.
10. Yes, protest groups opposing the facility(s) operations require the services of state certified law enforcement personnel.
13. None, this is a State operation in cooperation with federal agencies.

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Montana Department of Livestock

04-9730-0124-CA

Organization Name

PR/Award Number or Project Name

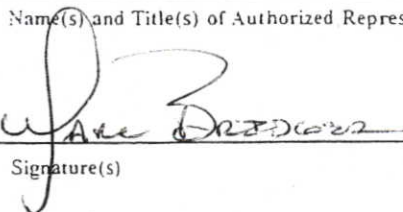
Marc Bridges

Executive Officer

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

 20 FEB 2004



U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510. Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Montana Department of Livestock

04-9730-0124-CA


Organization Name

PR/Award Number or Project Name

Marc Bridges, Executive Officer

Names(s) and Title(s) of Authorized Representative(s)

Signature(s)



Date

20 FEB 04

# U.S. DEPARTMENT OF AGRICULTURE

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (GRANTS) — ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017.600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 3)

### Alternative I

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about —
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will —
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position

title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

The site is located in the state of Montana in the Greater Yellowstone Area in and around West Yellowstone and Gardiner Area.

Check  If there are workplaces on file that are not identified here.

Montana Department of Livestock

04-9730-0124-CA

Organization Name

Award Number or Project Name

Marc Bridges, Executive Officer

Name and Title of Authorized Representative

Signature

Date

*Marc Bridges*

20 FEB 2004









Authorized Departmental Officer's Designated Representative (ADODR)  
Cooperative Agreement No. **04-9730-0124-CA**

02/24/04  
(Date)

**Dr. John H. Leeds**  
**Acting Area Veterinarian in Charge**  
**Montana**  
**Helena, Montana**

You have been designated as Interim Authorized Departmental Officer's Designated Representative (ADODR) for Cooperative Agreement No. **04-9730-0124-CA** in effect between the **Montana Department of Livestock (Cooperator)** and the United States Department of Agriculture, Animal and Plant Health Inspection Service (APHIS).

This designation is an APHIS requirement in accordance with the APHIS Agreements Management Manual. You are responsible for the following types of functions:

1. Ensure that APHIS has authority to enter into the proposed agreement and that APHIS has selected the appropriate agreement instrument.
2. Negotiate terms and conditions of the agreement including the work plan and financial plan.
3. Ensure all arrangements agreed to by APHIS and the cooperator are documented in writing and maintained as part of the official agreement file.
4. Ensure, when applicable, that the cooperator has provided written notification to the appropriate State Single Point of Contact (SPOC) early during the planning process of programs/projects to be conducted within the State. The cooperator may accomplish this through correspondence with the SPOC which synthesizes program/project goals, methods to be used, and any relevant facts. In the event the cooperator advises the ADODR that the Intergovernmental Review Process is no longer applicable to APHIS Catalog of Federal Domestic Assistance (CFDA) No. **10.025** in the State, the ADODR must require written notification to that effect from the cooperator's authorized representative/approving official. Exhibit M-2 in the APHIS Agreements Management Manual indicates whether APHIS is covered (subject to a SPOC review) in a given state. In those states where APHIS program CFDA No. 10.025 is subject to review and the cooperator chooses to waive the process for the year or life of the program or finishes the review prior to the 30 or 60 day waiting period, the cooperator must provide a copy of the letter issued by the SPOC to the Cooperator in order for APHIS to proceed with the award.
5. Ensure that the cooperator has completed all sections of the SF-424, Application for Federal Assistance, and has submitted a work plan, detailed financial plan, and all required forms. Ensure that the costs as proposed on the SF-424 are reasonable, allocable, and allowable under the applicable OMB circular governing cost principles.
6. Ensure that the cooperator includes a fully executed current negotiated indirect cost rate agreement negotiated by its cognizant Federal agency, including signature page, with the application when claiming indirect costs. The ADODR should ensure that the correct rate is claimed and is correctly applied to the direct costs.
7. Ensure that the negotiated terms and conditions are placed in the Notice of Award and that special award conditions are imposed when the cooperator is classified as a "high-risk" grantee.
8. Ensure that the use of program income is written in the Notice of Award, when applicable, and that program income is used in accordance with the Notice of Award.



9. Monitor the cooperator's performance in accordance with the cooperator's work plan, performance schedule, and budget. Visit work sites as appropriate. At the end of each funding period, provide a written summary evaluation to the Authorized Departmental Officer (ADO) designated by the Director, Western Region-VS.

10. Monitor cooperator's compliance with all terms and conditions listed in the Notice of Award.

11. Review and approve/disapprove all Request for Advance or Reimbursement forms, SF-270, for completeness and accuracy, certify in writing, and forward to the Agreements Services Center for distribution.

12. Review and accept, if consistent with anticipated program expenditures and program accomplishments, all Financial Status Reports, SF-269, received from the cooperator. Ensure cooperator met the cost share as indicated on SF-424. Document any changes to cost share in writing.

13. Ensure timely submission of and review accomplishment reports as agreed to in the Notice of Award to determine the level of program accomplishments and resolve any discrepancies or deficiencies in program performance. Document all accomplishments/ discrepancies and efforts made to reconcile any differences. These reports and site monitoring are the basis for approval/denial of payment requests. Ensure copies of these reports are sent to the Agreements Services Center for the official file.

14. Follow-up and attempt to resolve discrepancies found on forms, including--but not limited to--the SF-269 and SF-270. Notify the ADO of any unresolved discrepancies.

15. Document all efforts to obtain untimely reports and notify the ADO when these requests for reports are ignored.

16. Ensure that annual interest earned on cash advances, in excess of \$100, is remitted to APHIS unless the Cooperator is exempted under the Intergovernmental Cooperation Act (31 U.S.C. 6501, et seq.) or the Indian Self-Determination Act (23 U.S.C. 450). States (universities and hospitals that are State entities) are exempt.

17. Provide technical assistance to the cooperator regarding program and administrative activities conducted within the scope and terms of agreements.

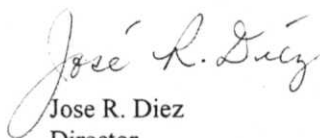
18. Review the cooperator's inventory records of federally owned property. The ADODR will ensure that the cooperator properly submits an annual inventory of federally owned equipment.

19. Initiate and complete the agreement closeout.

20. Notify the ADO when suspension or termination of an award is warranted.

Cooperator's must obtain, through the ADODR, written approval of the ADO by amendment to the agreement, as appropriate, to change any of the terms and conditions of the Notice of Award, Work Plan, or Financial Plan.

If you have any questions regarding these responsibilities, your contact is **David L. Bartling** at Area Code (970) 494-7352.



Jose R. Diez  
Director  
Western Region-VS