

# DEPARTMENT OF LIVESTOCK



JUDY MARTZ, GOVERNOR

PO BOX 202001

## STATE OF MONTANA

BOARD OF LIVESTOCK - (406) 444-7323  
BRANDS ENFORCEMENT DIVISION - (406) 444-2045  
ANIMAL HEALTH DIVISION - (406) 444-2043  
CENTRALIZED SERVICES DIVISION - (406) 444-9040  
MEAT & POULTRY INSPECTION BUREAU - (406) 444-5202  
MILK & EGG BUREAU - (406) 444-9761

HELENA, MONTANA 59620-2001

January 13, 2005

Dr. Paul Sciglibaglio  
Area Veterinarian In Charge  
USDA/APHIS  
208 North Montana Suite 101  
Helena, Montana 59601

Re: Cooperative Agreement 05-9730-0124-CA

Dear Dr. Sciglibaglio:

I have enclosed three signed copies of the required forms for Cooperative Agreement #05-0930-0124-CA for the bison/brucellosis disease management effort at the Department of Livestock. I have included a narrative/work plan that details the purpose of the agreement and how Montana proposes to utilize these funds. I have also included a spreadsheet that shows our financial plan.

Please provide us with a final agreement signed by your federal authority. We appreciate working with you and your staff in completing this cooperative agreement. Please let me know if you require any additional information. I can be reached at 406-444-4994.

Sincerely,

Handwritten signature of George H. Harris in cursive.

George H. Harris, MPA  
Administrator, Centralized Services Division  
Montana Department of Livestock

Enclosures

C: Marc Bridges  
Dr. Thomas Linfield

**Narrative/Workplan:  
Cooperative Agreement 05-9730-0124CA  
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. Contracted 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 2005 Brucellosis Prevention Operations

		Montana (In Kind)		USDA/APHIS	
1000	PERSONAL SERVICES		Direct	\$220,587	
			Indirect	<u>\$131,000</u>	
	Total Personal Services				\$351,587
2000	OPERATIONS				
	2100 Other Services				
	Security, Vet Services, Legal			\$181,761	
	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				\$268,413
3000	3100 Equipment (Operational, Lab and Other)			<u>\$40,000</u>	
	Total Equipment				<u>\$40,000</u>
	<b>GRAND TOTAL</b>	<b>\$21,000</b>			<b>\$660,000</b>



**Montana Department of Livestock**  
**FY 2005 Budget Narrative:**  
**Cooperative Agreement 05-9730-0124CA**

**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. A vehicle is needed for bison operational work. Also brucellosis lab testing and field monitoring equipment is necessary for brucellosis detection and monitoring.

File:\Budget Categories – Nar05

CONTINUATION  
TO THE  
NOTICE 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 No. 05-9730-0124-CA, the bison operation program is 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 that will provide specific information to the Cooperator, APHIS, and other interested parties for the bison operation program.

ARTICLE 2

The Secretary is authorized under the Animal Health Protection Act, Title 7, United States Code (USC) section 8310, to cooperate with other Federal agencies or entities, States or political subdivisions of States, national governments, local governments of other nations, domestic or international organizations, and other persons to carry out operations or measures to control and eradicate any communicable diseases of livestock or 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 organizations rules and regulations.

#### ARTICLE 4

The Cooperator agrees to/that:

a. Designate in writing to APHIS 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** using the Deduction Alternative in accordance with the provisions of 7 CFR 3016.25(g)(1) or 7 CFR 3019.24(b)(3), as applicable, 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. Obtain a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number by calling D&B at (800) 333-0505 (most expeditious) or visiting their website at <http://www.dnb.com/us>. This requirement does not apply to individuals applying for assistance, unless it supports a business or non-profit organization they operate. Upon obtaining the DUNS number, the **Cooperator** further agrees to register in the Central Contractor Registry (CCR) by visiting their website at <http://www.ccr.gov> (most expeditious) or calling 888-227-2423. This registration will provide a means to receive electronic funds transfers of all payments requested on the SF-270. **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. Comply with 7 CFR 3017, Subpart C to ensure that any sub recipients that carry out the provisions of this agreement are not debarred or suspended. Sub recipients are required to disclose if they or any of their principals are presently excluded or disqualified.

k. Comply with and enforce the requirements for a drug-free workplace as mandated in 7 CFR 3021, "Governmentwide Requirements for Drug-Free Workplace."

l. 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 Lakewood, Colorado, who will be available for technical guidance and, if needed, make periodic trips to monitor the system.

k. Provide vehicles for its employee(s) while performing the activities outlined in the Work Plan and Financial Plan.

## ARTICLE 5

APHIS agrees to/that:

a. Designate in writing to the Cooperator 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

As a condition of this award, the cooperator agrees to comply with the requirements contained in 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 Administrative Requirements for Grants

and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," 7 CFR 3019; in addition to "Governmentwide Debarment and Suspension (Non-Procurement)" 7 CFR 3017; Governmentwide Requirements for Drug-Free Workplace," 7 CFR 3021; "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 acknowledgement 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 current funding period will revert to APHIS upon the expiration or termination of this current funding period. 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

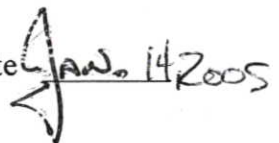
No person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in programs or activities funded in whole or in part by the United States Department of Agriculture based on race, color, national origin, age, disability, and, where applicable, sex, religion or political beliefs.

#### ARTICLE 18

The Federal award for this **Agreement** is in the amount of \$660,000 and the Cooperator's share is \$21,000 for a total project cost of \$681,000. It shall become effective October 1, 2004, and shall continue through September 30, 2005, 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.

MONTANA DEPARTMENT OF LIVESTOCK

  
\_\_\_\_\_  
Executive Officer

date 

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
VETERINARY SERVICES

\_\_\_\_\_  
Regional Director

\_\_\_\_\_  
Date

**APPLICATION FOR  
FEDERAL ASSISTANCE**

Version 9/03

		<b>2. DATE SUBMITTED</b>	Applicant Identifier
<b>1. TYPE OF SUBMISSION:</b> Application		<b>3. DATE RECEIVED BY STATE</b>	State Application Identifier
<input type="checkbox"/> Construction	<input type="checkbox"/> Construction	<b>4. DATE RECEIVED BY FEDERAL AGENCY</b>	Federal Identifier 05-9730-0124-CA
<input type="checkbox"/> Non-Construction	<input checked="" type="checkbox"/> Non-Construction		
<b>5. APPLICANT INFORMATION</b>			
Legal Name: State of Montana		Organizational Unit: Department: Montana Department of Livestock	
Organizational DUNS: 606951762		Division: Centralized Services	
Address: Street: PO Box 202001		Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: Mr. First Name: George	
City: Helena		Middle Name: H.	
County: Lewis & Clark		Last Name: Harris	
State: Montana	Zip Code: 59620-2001	Suffix:	
Country: USA		Email: gharris@mt.gov	
<b>6. EMPLOYER IDENTIFICATION NUMBER (EIN):</b> 81-0302402		Phone Number (give area code) (406) 444-4994	Fax Number (give area code) (406) 444-1929
<b>8. TYPE OF APPLICATION:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision If Revision, enter appropriate letter(s) in box(es) (See back of form for description of letters.) Other (specify) <input type="checkbox"/> <input type="checkbox"/>		<b>7. TYPE OF APPLICANT:</b> (See back of form for Application Types) <input type="checkbox"/> A Other (specify)	
<b>10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER:</b> TITLE (Name of Program): 10-025 Plant & Animal Health Disease, Pest Control & Animal Care		<b>9. NAME OF FEDERAL AGENCY:</b> USDA/APHIS/VET SERVICES	
<b>12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.):</b> State of Montana		<b>11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:</b> Bison Operation Accounting Code 5529730335 Amount \$660,000	
<b>13. PROPOSED PROJECT</b> Start Date: 10/01/04 Ending Date: 09/30/05		<b>14. CONGRESSIONAL DISTRICTS OF:</b> a. Applicant Helena 01 b. Project Statewide	
<b>15. ESTIMATED FUNDING:</b>		<b>16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?</b>	
a. Federal	\$ 660,000.00 <sup>00</sup>	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE:	
b. Applicant	\$ .00 <sup>00</sup>	b. No. <input type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372	
c. State	\$ 21,000.00 <sup>00</sup>	<input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
d. Local	\$ .00 <sup>00</sup>	<b>17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?</b>	
e. Other	\$ .00 <sup>00</sup>	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No	
f. Program Income	\$ .00 <sup>00</sup>		
g. TOTAL	\$ 681,000.00 <sup>00</sup>		
<b>18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES.</b>			
a. Authorized Representative			
Prefix: Mr.	First Name: Marc	Middle Name:	
Last Name: Bridges			Suffix:
b. Title: Executive Officer	c. Telephone Number (give area code): (406) 444-7323		
Email: mbridges@mt.gov	Fax Number (give area code): (406) 444-1929		
d. Signature of Authorized Representative: <i>Marc Bridges</i>	e. Date Signed: <i>JAN 14, 2005</i>		



**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. Bison Program	10-025	\$	\$	\$ 660,000	\$ 21,000	\$ 681,000
2.						
3.						
4.						
5. Totals		\$	\$	\$ 660,000	\$ 21,000	\$ 681,000

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$	\$	\$ 172,683	\$	\$ 172,683
b. Fringe Benefits			47,904		47,904
c. Travel			15,000	6000	21,000
d. Equipment			40,000		40,000
e. Supplies			21,000	15,000	36,000
f. Contractual			181,761		181,761
g. <del>Construction</del> <i>Rent + utilities</i>			23,500		23,500
h. Other			27,152		27,152
i. Total Direct Charges (sum of 6a-6h)			529,000		550,000
j. Indirect Charges			131,000		131,000
k. TOTALS (sum of 6i and 6j)	\$	\$	\$ 660,000	\$ 21,000	\$ 681,000

7. Program Income	\$	\$	\$	\$	\$
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Standard Form 424A (Rev. 7-97)  
Prescribed by OMB Circular A-102



**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**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 cost) 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 19 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, as applicable, with 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.



**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**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 cost) 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 19 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, as applicable, with 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 (Clean Air) Implementation Plans under Section 176(c) of the Clean 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 Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
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 1/13/05



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 judgement 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

Bison Program

Organization Name

PR/Award Number or Project Name

Marc Bridges, Executive Officer

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

*Marc Bridges*

Signature(s)

*14 Jan. 2005*

Date

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

05-9730-012-CA

Organization Name

PR/Award Number or Project Name

Marc Bridges, Executive Officer

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

  
Signature(s)

14 Jan 2005  
Date

## U.S. DEPARTMENT OF AGRICULTURE

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

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This certification is required by the regulations implementing Section 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 13, 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

05-9730-0124-CA

Organization Name

Award Number or Project Name

Marc Bridges, Executive Officer

Name and Title of Authorized Representative

  
Signature

14 Jan. 2005  
Date

## Certification Regarding Lobbying

### Certification for Contracts, Grants, Loans, and Cooperative Agreement:

The undersigned certified, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making on any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.


(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

MONTANA DEPARTMENT OF LIVESTOCK  
Organization Name

Cooperative Agreement 05-9730-0124-CA  
PR/Award or Project Name

MARC BRIDGES, EXECUTIVE OFFICER  
Name and Title of Authorized Representative

  
Signature

14 Jan 2005  
Date

