



United States
Department of
Agriculture

May 3, 2007

Marketing and
Regulatory
Programs

Animal and
Plant Health
Inspection
Service

Veterinary
Services

Western Region
Office

2150 Centre Ave,
Bldg B-3E13
Fort Collins, CO
80526

(970) 494-7400
FAX: 494-7401

George H. Harris
Montana Department of Livestock
P.O. Box 202001
303 Roberts
Helena, Montana 59601

Enclosed for your records is the completed, executed document for the Notice of Cooperative Agreement Award #07-9730-0124-CA. This Agreement is for the activities relating to Bison Operations.

This Notice of Cooperative Agreement Award is for Federal Fiscal Year 2007 and is effective October 1, 2006, through September 30, 2007, in the amount of \$660,000.00

We have appointed Dr Lennis Knight, Area Veterinarian in Charge, as the Authorized Departmental Officer's Designated Representative (ADODR) for this Cooperative Agreement. Dr Knight can be reached at USDA, APHIS, Veterinary Services: 208 N. Montana Avenue, Suite #101, Helena, MT 59601 or at (406) 449-5439.

If you have any questions or concerns regarding this Agreement, please refer them to Dr Knight.

Sincerely,

Brian J. McCluskey
Regional Director
Western Region, VS

Enclosures

cc:
ABS, Minneapolis, MN
Dr Lennis Knight, ADODR, Helena, MT
ITD
File



Animal and Plant Health Inspection Service
Safeguarding American Agriculture
APHIS is an agency of USDA's Marketing and Regulatory Program
An Equal Opportunity Provider and Employer

Federal Relay Service (Voice/TTY/ASCII/Spanish)
1-800-877-8339



Date:

Dear Vendor:

Legislation requiring federal payments to be made via electronic funds transfer (EFT) may have made it difficult for you to apply payments to your accounts receivable. Payment detail is passed electronically from the United States Department of Agriculture (USDA) to your financial institution and they should provide it to you. However, some of our vendors have told us that their financial institution (1) is incapable of processing the remittance information, (2) provides the information on only a monthly basis; or (3) charges an additional fee for the service. The United States Department of the Treasury (Treasury) is working with the banking community to resolve this problem.

To provide a more immediate response to your needs, USDA has entered into an agreement with Treasury's Financial Management Service (FMS) to make the remittance information available via the Internet. The system that provides this information is called the Payment Advice Internet Delivery (PAID) system and was developed to provide an alternative method for delivering the remittance information to vendors who are paid electronically through the Automated Clearing House (ACH) system.

PAID is available to you at no cost. The database of remittance information resides on FMS' web site, and is administered by Treasury's Austin Regional Financial Center. Banking information is not a part of PAID. Data is kept on-line for 60 days beginning the day after your account is activated.

You can sign up for PAID register by completing and submitting a registration form on-line. To register, access the PAID web site at <http://fms.treas.gov/paid>. Three payment delivery options are available to you: (1) web access only, (2) web access and e-mail notification of when a payment has been made, and (3) web access and e-mail delivery of remittance information.

The PAID webmaster will verify your registration and notify you that your access has been activated within five business days and confirm your acceptance by e-mail. You can check on payments beginning the day after your account is activated. If you selected option two or three, you will receive notice of all payments received beginning the day after your account is activated.

The system is secure. A unique login and password, provided upon acceptance of your registration, controls your access to the system. If you have questions, please contact your USDA agency point of contact or any of the following USDA Controller Operations Division employees:

Julia Murphy:	504-426-5347 or Julia.Murphy@usda.gov
Eddie Malter:	504-426-5362 or Eddie.Malter@usda.gov
Darrell Kennedy:	504-426-5345 or Darrell.Kennedy@usda.gov
Kirt Ulfers:	504-426-5350 or Kirt.Ulfers@usda.gov
Table Maintenance Help Desk:	504-426-5377
Table Maintenance Help Fax:	504-426-9747

Charles L. Wallace, Director
USDA / Office of the Chief Financial Officer / Controller Operations Division

"An Equal Opportunity Employer"

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 (APHIS)
VETERINARY SERVICES

Under the provisions of Article 18 of Notice of Cooperative Agreement Award No. 06-9730-0124-CA, the bison operation program is hereby continued for Federal Fiscal Year 2007. The terms and conditions of the Agreement are presented in their entirety below.

ARTICLE 1 - PURPOSE

The purpose of this Agreement is to provide Federal financial assistance to conduct survey activities that will provide specific information to the Cooperator, APHIS, and other interested parties on the bison operation program.

ARTICLE 2 - AUTHORITIES

Under the Farm Security and Rural Investment Act of 2002, PL 107-171, Subtitle E, Animal Health Protection, Section 10401-10418, the Secretary of Agriculture, in order to protect the agriculture, environment, economy, and health and welfare of the people of the United States by preventing, detecting, controlling, and eradicating diseases and pests of animals, is authorized to cooperate with foreign countries, States, and other jurisdictions, or other persons, to prevent and eliminate burdens on interstate commerce and foreign commerce, and to regulate effectively interstate commerce and foreign commerce.

ARTICLE 3 - MUTUAL UNDERSTANDINGS AND RESPONSIBILITIES

The cooperating parties agree to that:

- a. A mutually satisfactory annual **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 - COOPERATOR RESPONSIBILITIES

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 personnel, as required, to accomplish the 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 calendar quarter except the final report which is due **no later than 90 days** after the **Agreement** expires or terminates. Any requests for an extension of time to submit the report 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 reports are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing.

Due dates for accomplishment reports are as follows:

<u>Fiscal Quarter</u>	<u>Report Due</u>
1 October – 31 December	31 January
1 January – 31 March	30 April
1 April – 30 June	31 July
1 July – 30 September	31 October
Final Report	90 days after Agreement expires

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 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.

Due dates for financial reports are as follows:

<u>Fiscal Quarter</u>	<u>Report Due</u>
1 October – 31 December	31 January
1 January – 31 March	30 April
1 April – 30 June	31 July
1 July – 30 September	31 October
Final Report	90 days after Agreement expires

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), 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, SF270, 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 SF270 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. The **Cooperator** also agrees to update the CCR information as necessary and to **renew the registration annually prior to its expiration date**. 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. Electronic payments status information can be obtained by accessing the United States Treasury's payments status information can be obtained by accessing the United States Treasury's Financial Management Service Payment Advice Internet Delivery (PAID) system, available at no-cost. Banking information is not available, and data is kept on-line for 60 days. To register, access the PAID web site at <http://fms.treas.gov/paid>. One of three payment options are available: (1) web access only, (2) web access and e-mail notification of when a payment has been made, and (3) web access and e-mail delivery of remittance information. **Cooperators** should contact their central finance office to determine whether registration has been accomplished for their entire agency or institution.

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

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 connected to the USDA, APHIS network, comply with the security guidelines as outlined in the USDA Cyber Security Manual Series 3500: including USDA Departmental Manual (DM) 3515, "Privacy Requirements", and USDA DM 3525, "USDA Internet Use and E-Mail Security". The **Cooperator** will not download any material (i.e., pictures, movies, or music files) bearing a copyright nor access any material defined as inappropriate in these regulations and directives. The **Cooperator** agrees that any of its personnel that are given access to APHIS information systems will take any APHIS required security and privacy training.

m. Work with the APHIS to ensure compliance with National Institute of Standards and Technology (NIST) system requirements and APHIS' Certification and Accreditation (C&A) standards. Specifically, the **Cooperator** will comply with NIST SP 800 - 37, "Guide for the Security Certification and Accreditation of Federal Information Systems"; NIST SP 800 - 53, "Recommended Security Controls for Federal Information Systems"; APHIS C&A Manual including APHIS C&A Templates; and any other relevant NIST and APHIS guides. Refer to the NIST website at <http://csrc.nist.gov/publications/nistpubs/index.html> to obtain copies of the NIST C&A publications.

n. 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.

o. Maintain an inventory control system of property purchased by the **Cooperator** in whole or in part with Federal funds as well as Federally-owned equipment on loan to the **Cooperator**, if any, as required in the Section entitled "Equipment" of 7 CFR 3016.32. **Cooperators** except States will provide a copy of the inventory to APHIS at the end of the funding period.

p. **When the Federal share of total project costs as reflected in the Financial Plan is over \$100,000 and a cumulative transfer among direct cost categories is in excess of ten percent of the current approved total budget, the Cooperator will request written prior approval for the budget revision. The Cooperator will submit a revised SF-424A, Budget Information, and detailed Financial Plan under a cover letter to the APHIS awarding official containing a narrative justification for the proposed revision.**

q. Comply with the requirements for coordination, development, and use of geospatial data as mandated in OMB Circular A-16, "Coordination of Geographic Information and Related Spatial Data Activities".

ARTICLE 5 – APHIS RESPONSIBILITIES

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, SF270.

d. Provide personnel and other resources to carry out its responsibilities as outlined in the **Work Plan and Financial Plan**.

ARTICLE 6 – AVAILABILITY OF FUNDING

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 – UNEMPLOYMENT COMPENSATION

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 - CONGRESSIONAL RESTRICTION

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 - APPLICABLE REGULATIONS

As a condition of this award, the **Cooperator** agrees to comply and require sub-recipients 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 - TITLE TO EQUIPMENT

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 - PATENTS AND INVENTIONS

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).

ARTICLE 12 - COPYRIGHTS

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).

ARTICLE 13 - PUBLICATIONS AND AUDIOVISUALS

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, **including use of the APHIS Logo**, by the **Cooperator** of APHIS support shall have the express written permission of APHIS signatory to this Agreement, which shall be requested through the APHIS representative designated under this **Agreement**.

ARTICLE 14 - BUY AMERICAN ACT

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 15 - FUNDING PERIOD OBLIGATIONS AND EXTENSIONS

The funding period is the period during which this **Agreement** is in effect. Any funds not obligated by the **Cooperator** during the funding period will revert to APHIS upon the expiration or termination of this funding period. Under 7 CFR 3016.30, this **Agreement** is subject to a one-time extension of up to 12 months to complete this project. The **Cooperator** must submit a written request including an SF-424, Application for Federal Assistance, to extend the duration to be received by APHIS **at least 10 days prior to the expiration of the funding period**. The SF-424 must be accompanied by a justification explaining the reason for program delays, the program impact without the extension, and the anticipated completion date. During the extension period, financial and progress reports will continue with the same frequency as provided in the original funding period. As stated in 7 CFR 3016.30, requests for extension purely to obligate funds will be denied by APHIS. All extensions must be approved, in writing, by APHIS prior to the expiration of the original funding period.

ARTICLE 16 – NON-DISCRIMINATION CLAUSE

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 17 – FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION

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. These contributions establish a cost share ratio which shall be maintained throughout the funding period. In the event that project costs are less than projected, the ratio will be maintained. Cost overruns will be the responsibility of the **Cooperator**, unless additional funding is secured from APHIS prior to the expiration of the funding period. This **Agreement** shall become effective October 1, 2006 and shall continue through September 31, 2007, subject to continuation in writing by mutual agreement of the parties. Further, this **Agreement** may be amended at any time during the effective period by mutual agreement of the parties in writing. It may be terminated following provisions of 7 CFR 3016.

MONTANA DEPT. OF LIVESTOCK



4/27/07
Date

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



Regional Director

MAY 2 2007
Date

Budget Object Class: 2550
Accounting Code: 752 9730 800
Amount: \$660,000

CA# : 07-9730-0124-CA (cont)

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

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

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$ 225,000	\$	\$	\$ 10,000	\$ 235,000
b. Fringe Benefits	75,000			2,500	77,500
c. Travel	15,000				15,000
d. Equipment	40,000				40,000
e. Supplies	21,000			6,000	27,000
f. Contractual	115,000				115,000
g. Construction					
h. Other	107,260			2,500	109,760
i. Total Direct Charges (sum of 6a-6h)	598,260				619,260
j. Indirect Charges	61,740				61,740
k. TOTALS (sum of 6i and 6j)	\$ 660,000	\$	\$	\$	\$ 681,000
7. Program Income	\$	\$	\$	\$	\$

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

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8.	\$	\$	\$	\$	
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)	\$	\$	\$	\$	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$	\$	\$	\$	\$
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$	\$	\$	\$	\$
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16.	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$	\$	\$	\$	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks:					

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.

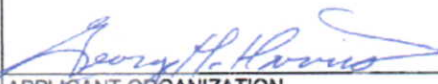
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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 ACTING EXECUTIVE OFFICER
APPLICANT ORGANIZATION MONTANA DEPARTMENT OF LIVESTOCK	DATE SUBMITTED 4/27/07

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input checked="" type="checkbox"/> a. CONTRACT <input type="checkbox"/> b. GRANT <input type="checkbox"/> c. COOPERATIVE AGREEMENT <input type="checkbox"/> d. LOAN <input type="checkbox"/> e. LOAN GUARANTEE <input type="checkbox"/> f. LOAN INSURANCE	2. Status of Federal Action: <input checked="" type="checkbox"/> a. BID/OFFER/APPLICATION <input type="checkbox"/> b. INITIAL AWARD <input type="checkbox"/> c. POST-AWARD	3. Report Type <input checked="" type="checkbox"/> a. INITIAL FILING <input type="checkbox"/> b. MATERIAL CHANGE FOR MATERIAL CHANGE ONLY: YEAR _____ QUARTER _____ DATE OF LAST REPORT _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> PRIME <input type="checkbox"/> SUBAWARDEE TIER _____, IF KNOWN: _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Congressional District, if known: _____
6. Federal Department/Agency USDA, APHIS-VS	7. Federal Program Name/Description: Bison Operations CFDA Number, if applicable: <u>10-025</u>	
8. Federal Action Number if known:	9. Award Amount if known: \$ _____	
10a. Name and Address of Lobbying Entity <i>(If individual, last name, first name, MI)</i>	b. Individual Performing Services <i>(including address if different from No. 10A) (last name, first name, MI)</i>	
<i>(attach Continuation sheet(s) SF LLL-A, if necessary)</i>		
11. Amount of Payment <i>(check all that apply):</i> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. RETAINER <input type="checkbox"/> b. ONE-TIME FEE <input type="checkbox"/> c. COMMISSION <input type="checkbox"/> d. CONTINGENT FEE <input type="checkbox"/> e. DEFERRED <input type="checkbox"/> f. OTHER; SPECIFY: _____	
12. Form of Payment <i>(check all that apply):</i> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. Brief Description of Services performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <i>(attach Continuation sheet(s) SF LLL-A, if necessary)</i>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u></u> Printed Name: <u>GEORGE H. HARRIS</u> Title: <u>ACTING EXECUTIVE OFFICER</u> Telephone No.: <u>406-444-7323</u> Date: <u>4/29/07</u>	
Federal Use Only:		AUTHORIZED FOR LOCAL REPRODUCTION Standard Form - LLL

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

07-9730-0124-CA

Organization Name

PR/Award or Project Name

GEORGE H. HARRIS, ACTING EXECUTIVE OFFICER

Name and Title of Authorized Representative



Signature



Date

**MONTANA DEPARTMENT OF LIVESTOCK
BISON OPERATIONS
COOPERATIVE AGREEMENT # 07-9730-0124-CA
FY07 WORK PLAN
(Grant Term: October 1, 2006 – September 30, 2007)**

BISON OPERATIONS COOPERATIVE AGREEMENT

GOALS:

- ❖ Maintain Montana's brucellosis Class Free status;
- ❖ Reduce the risk of transmission of brucellosis from bison to cattle;
- ❖ Preserve a viable wild bison population;
- ❖ Protect private property

OBJECTIVES:

- ❖ Maintain spatial and temporal separation of bison and cattle through hazing, capture, or lethal removal of bison
- ❖ Monitor of bison distribution and abundance
- ❖ Monitor cattle populations distribution, surveillance, and vaccination
- ❖ Vaccinate test negative vaccination eligible bison that are captured and subsequently released
- ❖ Vaccinate (remote) untested vaccination eligible bison that are tolerated in management zone 2
- ❖ Monitor bison birth/abortion sites
- ❖ Manage bison in accordance with population target for whole bison herd
- ❖ Evaluate the persistence of *Brucella abortus* in the environment
- ❖ Evaluate the disappearance of fetal material in each of the management areas
- ❖ Evaluate the results of telemetric monitoring of sero-negative pregnant females
- ❖ Evaluate the safety of vaccines in bison and non-target-species
- ❖ Evaluate the efficacy of vaccines in bison
- ❖ Evaluate the development of a safe and effective remote vaccine delivery mechanism
- ❖ Eliminate brucellosis-related risks to public health from wildlife
- ❖ Eliminate the potential transmission of *Brucella abortus* among elk, bison, and livestock
- ❖ Coordinate brucellosis-related management activities
- ❖ Coordinate brucellosis-related research activities

DISCUSSION:

The Montana Department of Livestock (DOL) is actively engaged in maintaining its brucellosis Class Free status. A considerable effort is being made toward preventing brucellosis transmission from infected bison to cattle in the Montana greater Yellowstone area (GYA). The Bison Operations Cooperative Agreement allows the DOL 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 assembles and maintains a capture facility on private property near Duck Creek in the western boundary area of YNP. In addition, if necessary, DOL staff assemble a capture facility near Horse Butte in the western boundary area of YNP in accordance with a USDA-Forest Service Special Use Permit. The facility is taken down in late spring. It must be disassembled in accordance with USFS permit during the interim months and DOL staff must reclaim the area after the capture facility is disassembled each year. 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 IBMP.

PROJECTED WORK PLAN:

The following is a work plan as to how the State of Montana intends to utilize this federal assistance for bison operations in the Montana GYA:

I. Personnel Services

The Department of Livestock utilizes veterinary staff, bison operations program specialists, and support personnel to administer and implement the IBMP. It also reviews brucellosis research proposals, evaluates and assists in direction of brucellosis research projects, and reviews and evaluates brucellosis research projects upon the completion of the projects. The veterinary staff also administers and directs field operations in carrying out the mission and attaining the goals and objectives of the Interagency Bison Management Plan. Direct Personal Services are for six FTE working at the bison capture and testing facilities.

Total Personnel Services Cost (including fringe benefits): \$300,000

II. Operational Costs:

Contracted Services:

The Interagency Bison Management Plan (IBMP) was adopted in December 2000. This plan is an effort by USDA-APHIS, USDA-Forest Service, the State of Montana (DOL and FWP), and the Department of Interior-National Park Service, to describe the agency commitments toward managing bison in the Greater Yellowstone Area (GYA). The long-range management plan describes an adaptive management process that depends upon several monitoring and research projects to guide a progressive management program. 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. In addition, the DOL contracts with MT FWP, providing 1 MT FWP FTE position for implementation of the IBMP.

Total Contracted Services

\$115,000

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. The DOL's Veterinary Diagnostic Laboratory in Bozeman buys supplies for performing histopathological, bacteriological, and serological testing of blood and tissue samples submitted from bison and livestock in the Montana GYA. Such supplies include reagents necessary for seven different serologic procedures for the testing of brucellosis in animals. In addition, other tools, supplies, instruments, and reagents are necessary for other brucellosis-related diagnostic procedures conducted to monitor for brucellosis in Montana's wildlife and livestock.

Total Supplies:

\$21,000

Communications:

Communications include expenditures for cellular and regular phones and related charges, phone equipment, long distance charges and postal services. Brochures and public information expenses are necessary for keeping the public informed and current on the brucellosis problem in the GYA.

Total Communications

\$5,000

Travel:

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

Total Travel

\$15,000

Utilities:

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

Total Utilities

\$2,000

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.

Total Repair and Maintenance **\$6,000**

Other – Training, Education, Rent:

Other costs are for miscellaneous items in implementing the IBMP. Slaughter costs, education and training, subscriptions and research material, public relations materials, freight, position recruiting. This includes any costs for educational outreach and training sessions, registrations, rent, and materials and advertising for such sessions. The rent category includes such items as property rental, snow removal equipment, snowmobiles, loaders, rental of aircraft to count bison, and other specialized equipment. It also includes rent for the housing of bison operation program specialists.

Total Other – Training, Education, and Rent Costs **\$94,260**

Other – Indirect Costs:

Other indirect costs are 20.58 % of total personnel services budget. These costs are for indirect staff time for budgeting, accounting, administrative, and executive oversight of the entire cooperative agreement.

Total Other - Indirect Costs **\$61,740**

TOTAL OTHER EXPENSES **\$156,000**

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.

Total Equipment **\$40,000**

TOTAL OPERATIONAL COSTS **\$360,000**

TOTAL PERSONNEL SERVICES COSTS **\$300,000**

TOTAL WORK PLAN COST **\$660,000**