



TRANSMITTAL - COOPERATIVE AGREEMENT DOCUMENT

DATE: 06/30/08

Enclosed are the documents related:

08-9730-0124-CA [Cont.] 10/01/2007 2008

Agreement NO.	Date of Award	Fiscal Year
Montana Department of Livestock		

Cooperator

- Standard Form 424 (Application) APHIS Form 63 (New Agreements)
- Standard Form 424A Lobbying Certification
- Standard Form 424B (Assurances) SF-LLL-Disclosure of Lobbying Activities
- Program Narrative/Work Plan Indirect Cost Agreement Enclosed
- Notice of Cooperative Agreement Pre Award Cost Approval Letter
- Deobligation of Agreement ADODR Letter
- Increase to Agreement 10/01/07 Approved Project Starting Date (Internal Use Only)
- Revision 09/30/08 Approved Project Ending Date (Internal Use Only)
- FFATA

Accounting Code: 852 9730 335 Amount: \$600,000.00 Program: BISON

Accounting Code: Amount: Program:

Dave Bartling, 970-494-7352
Liza Love, 970-494-7387
Tania Hepburn, 970-494-7356
Grants and Agreements Specialists
Veterinary Services
Western Region



United States
Department of
Agriculture

June 30, 2008

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 #08-9730-0124-CA. This Agreement is for the activities relating to *Bison Operations*.

This Notice of Cooperative Agreement Award is for Federal Fiscal Year 2008 and is effective October 1, 2007 through September 30, 2008, in the amount of \$600,000.

We have appointed *Dr. Jerry Diemer*, Assistant Regional Director, as the Authorized Departmental Officer's Designated Representative (ADODR) for this Cooperative Agreement. *Dr. Diemer* can be reached at USDA, APHIS, Veterinary Services at (970)494-7397.

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

Sincerely,

Brian McCluskey
Regional Director
Western Region, VS

Enclosures

cc:
ABS, Minneapolis, MN
Dr. Jerry Diemer, Assistant Regional Director
File



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

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002849

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



June 30, 2008

Dear Mr. Harris:

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



June 30, 2008

United States
Department of
Agriculture

MEMORANDUM

Animal and Plant
Health Inspection
Service

TO: *Dr. Jerry Diemer, Associate Regional Director*

Veterinary Services

FROM: Brian J. McCluskey, Director 

Western Region

SUBJECT: Authorized Departmental Officer's Designated Representative (ADODR)
Continuation of Notice of Award
Cooperative Agreement No. 08-9730-0124-CA
Program: *Bison Operations*
Cooperator: *Montana Department of Livestock*
Federal Award Amount: *\$600,000* Cooperator share: *\$0*
Period of Performance: *10/01/07 – 09/30/08*
Accomplishment Reports Due: *Quarterly*

2150 Centre Avenue
Building B, MS-3E13
Fort Collins, CO
80526-8117

Phone: 970-494-7400
Fax: 970-494-7404

You are **hereby** designated as Authorized Departmental Officer's Designated Representative (ADODR) for Cooperative Agreement No. 08-9730-0124-CA in effect between the Montana Department of Livestock and the United States Department of Agriculture, Animal and Plant Health Inspection Service (APHIS).

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

Planning

1. Ensures statutory authority for programs prior to announcing opportunity or contacting intended recipient.
2. Ensures that appropriated funding is available and is used for the intended purpose.
3. Ensures that competition is considered when appropriate.
 - a. Shall prepare funding opportunity announcement, as applicable. When required, collaborate with an Agreements Specialist to complete the necessary documents prior to posting the competitive announcement on Grants.gov.
 - b. Shall prepare a Justification of Non-Competition (APHIS-63) when agreements are not competitive.
4. Ensures compliance with applicable mission related and grants management Federal laws, rules, regulations, policies and procedures in all phases of the process.

Preaward

1. Ensures applicant does not start work before the execution of the award by all parties, unless pre-award activities have been justified and approved by the Authorized Departmental Officer (ADO) in writing.
2. For competitive awards, develops evaluation criteria for conducting a fair and equitable evaluation. Once applications are received, coordinates evaluation of applications.
3. For cooperative agreements, works collaboratively with the applicant to document the negotiated terms and conditions, including each party's roles and responsibilities, in the



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- work plan(s) and financial plan(s).
4. Approves work plan(s) and financial plan(s). When indirect costs are included in the financial plan, ensures that a current, signed indirect cost rate agreement is received.
 5. When applicable, ensures compliance with Executive Order 12372, Intergovernmental Review of Federal Programs, as coordinated by the Single Point of Contact within the State.

Award

1. Reviews and provides assurance to the ADO that the terms and conditions of the Notice of Award (NOA) reflect the circumstances as presented in the work plan(s) and financial plan(s), including but not limited to:
 - a. The summary of the project reflected in Article 1, Purpose, is appropriate and comprehensive. When awarding multiple projects under umbrella-type agreements, the summary should be comprehensive to all projects conducted under the award..
 - b. Proper application of program income,
 - c. loaned federal equipment,
 - d. geospatial information systems,
 - e. information technology (Radios, GPS, computers, software sharing, etc.)
 - f. cost sharing
2. Ensures that, when using umbrella-type agreements, all terms and conditions of the Notice of Award are applicable to all work plans and financial plans, e.g., if including the additive method of applying program income, that clause would pertain to all program income for any of the projects covered by separate work plans.

Post Award:

All post award activities are ongoing and can happen simultaneously.

1. Monitors and evaluates the recipient's performance through the timely submission of accomplishment reports. Resolves any discrepancies or deficiencies in program performance.
2. Documents and notifies the ADO of all performance issues/deficiencies and efforts made to correct them.
3. Ensures that the terms of the agreement remain current through monitoring the recipient's performance.
4. **Provides technical assistance to the recipient regarding program activities conducted within the scope and terms of the agreement.**
5. Reviews and accepts, if consistent with anticipated program expenditures and program accomplishments, all Financial Status Reports, SF-269, received from the recipient. Resolves discrepancies and notifies ADO of unresolved issues.
6. Reviews and certifies payment requests (SF-270) as correct and appropriate in accordance with program accomplishments and planned activities. Withholds certification of payment, as appropriate, in accordance with regulations and terms of the NOA.

Closeout

1. Ensures that physical inventories are conducted and reconciled as required under the regulations applicable to:
 - a. recipient purchased equipment, and
 - b. Federally-loaned equipment.

2. Determines when APHIS should take action to transfer title of federally funded property. Notifies ADO of need for transfer of equipment so that timely written notification by ADO can occur.
3. Ensures funds and a mechanism for payment are available to reimburse the cooperator for their pro-rata share (as determined by the cost share during the year of purchase) of the fair market value of the equipment at the time of transfer of title to the Federal Government.
4. Initiates, completes, and distributes closeout report (see the AAMM, Exhibit S-7) and ensures all actions addressed therein are completed.
 - i. Ensures discrepancies are corrected.
 - ii. Notifies the ADO of any financial collection required. (including interest due, improper advances, overpayment, and/or reimbursement for lost destroyed, or damaged federal property).
 - iii. Obtains all final reports related to performance, finance and any payment requests from the recipient.
 - iv. Ensures that remaining available balances are deobligated.
5. Ensures the return of any federally-owned property that has been loaned to the cooperator and documents the condition of the property upon return to APHIS.
6. When necessary, takes action to resolve issues regarding lost, stolen, or damaged Federal property in accordance with Federal property management regulations.

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

If you have any questions regarding these responsibilities, your contact is Dave Bartling (970)-494-7352, Liza Love (970)-494-7387, or Tania Hepburn (970)-494-7356.

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

ARTICLE 1 - PURPOSE

The purpose of this **Agreement** is to provide Federal financial assistance to conduct surveillance activities that will provide specific information to the Cooperator, APHIS, and other interested parties for bison management in the Montana Greater Yellowstone area.

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.

Notwithstanding Chapter 63 of Title 31, under 7 USC 2279g, on or after February 20, 2003, APHIS is authorized to use cooperative agreements to reflect a relationship with a state or other cooperator to carry out programs to protect the nation's animal and plant resources or to carry out educational programs or special studies to improve the safety of the nation's food supply.

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. If APHIS initially awards a reduced level of funding during a Continuing Resolution (CR), there will be a corresponding decrease in the projected accomplishments for the funding period. Upon extension of the CR or passage of an appropriation by Congress, revisions will be executed to increase the federal share, based on available funds, not to exceed the level reflected in the annual Financial Plan.

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. 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 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. Following are the schedules to be used for accomplishment report submission:

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

d. 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. Following are the schedules to be used for financial report submission:

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

e. 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.

f. 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.

g. 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.

h. Electronic 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.

i. 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 subrecipients that carry out the provisions of this **Agreement** are not debarred or suspended. Subrecipients 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. Comply with and enforce the requirements in 7 CFR 3018.110 (d) (1) and (2) for completion of the Certification Regarding Lobbying and the SF-LLL, Disclosure of Lobbying Activities. Such certifications and disclosures apply to the **Cooperator** and any subgrants and subcontracts exceeding \$100,000.

m. 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.

n. 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.

o. 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.

p. Maintain an inventory control system of property purchased by the **Cooperator** in whole or in part with Federal funds as required in the Section entitled "Equipment" of 7 CFR 3016.32. Cooperators shall conduct a physical inventory at least every two years and make available, as requested, the required records for review by APHIS. A copy of the reconciled final inventory report will be provided to APHIS at as stated in Article 10 of this Agreement.

q. Provide an annual inventory report of any Federally-owned or Federally-leased equipment on loan to the Cooperator.

r. 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. Transfers of funds among programs, functions, or activities as indicated in Section B of the SF-424A is prohibited.

s. 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".

t. Upon submission of the final SF-269, execute a formal revision for any decrease of \$1,000 or more in the Federal funding level of the agreement as provided for in OMB Circular A-102.

u. Meet the reporting requirements of the Federal Funding Accountability and Transparency Act by providing the following information. Parent organization DUNS number; primary place of performance street address, city, county, state, country and zip code; indicate if performance is in multiple counties and/or states; and provide any comments that might be relevant. APHIS will provide a supplemental sheet for the Cooperator's convenience in recording this information.

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 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**.

e. 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.

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

ARTICLE 6 – 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 7 – 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 8 – APPLICABLE REGULATIONS

As a condition of this award, the **Cooperator** agrees to comply and require subrecipients 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 9 – 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 the end of the Federal support of the project for which it was acquired. Upon transfer of title, the **Cooperator** will be entitled to compensation equal to its percentage of participation in the purchase of the equipment in the year purchased, applied to the fair market value in the year title is transferred.

ARTICLE 10 – 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 11 – 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) as applicable.

ARTICLE 12 – 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 13 – 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 14 – 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 15 – 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. Recipients will post a non-discrimination statement in accordance with USDA Departmental Regulation 4300-003 paragraph 7.b(2) found at <http://www.ocio.usda.gov/directives/doc/DR4300-003.pdf>.

ARTICLE 16 – TRAFFICKING IN PERSONS

APHIS, as the Federal awarding agency, hereby advises the **Cooperator**, as the recipient, that they are subject to the provisions of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g), as follows:

a. Provisions applicable to a recipient that is a private entity.

- (1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
- (a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (b) Procure a commercial sex act during the period of time that the award is in effect; or
 - (c) Use forced labor in the performance of the award or subawards under the award.
- (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
- (a) Is determined to have violated a prohibition in paragraph a.(1) of this award term; or
 - (b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.(1) of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 7 CFR 3017.

b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph a.(1) of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.(1) of this award term through conduct that is either—

(a) Associated with performance under this award; or

(b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 7 CFR 3017.

c. Provisions applicable to any recipient.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.(1) of the award term.

(2) Our right to terminate unilaterally that is described in paragraph a.(2) or b of this section:

(a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)), and

(b) Is in addition to all other remedies for noncompliance that are available to use under this award.

(3) You must include the requirements of paragraph a.(1) of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

(1) “Employee” means either:

(a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) “Private entity”:

(a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(b) Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 USC 7102).

ARTICLE 17 – FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION

The Federal award for this **Agreement** is in the amount of \$600,000 and the **Cooperator's** share is \$0, for a total project cost of \$600,000. These contributions establish a cost share ratio which shall be attained for the funding period except to the extent that there are cost overruns. Cost overruns will be the sole responsibility of the **Cooperator**, unless additional funding is secured from APHIS prior to the expiration of the funding period. In the event that project costs are less than projected, each party will realize a percentage of the savings to be distributed based on the established ratio. This **Agreement** shall become effective October 1, 2007, and shall continue through September 30, 2008, 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 DEPARTMENT OF LIVESTOCK

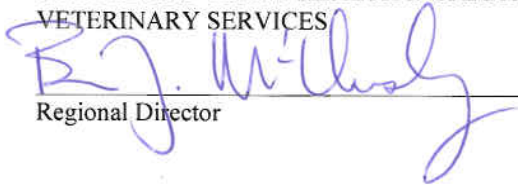


Christian Mackay, Executive Officer

6/27/08

Date

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



Regional Director

JUN 30 2008

Date

Budget Object Class: 2551
Accounting Code: 852 9730 335
Amount: \$600,000
CA#: 08-9730-0124-CA (continuation)

**APPLICATION FOR
FEDERAL ASSISTANCE**

Version 7/03

1. TYPE OF SUBMISSION: Application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction		Pre-application <input type="checkbox"/> Construction <input checked="" type="checkbox"/> Non-Construction	2. DATE SUBMITTED 06/24/2008	Applicant Identifier	
			3. DATE RECEIVED BY STATE	State Application Identifier	
			4. DATE RECEIVED BY FEDERAL AGENCY <i>6/27/08</i>	Federal Identifier <i>08-9730-0124-CA</i>	
5. APPLICANT INFORMATION					
Legal Name: MONTANA DEPARTMENT OF LIVESTOCK			Organizational Unit: Department: ANIMAL HEALTH		
Organizational DUNS: 80-9791049			Division:		
Address: Street: 301 NO ROBERTS PO BOX 202001 City:			Name and telephone number of person to be contacted on matters involving this application (give area code) Prefix: First Name: GEORGE		
County: LEWIS AND CLARK			Middle Name H.		
State: MONTANA		Zip Code 59620-2001	Last Name HARRIS		
Country: USA			Suffix:		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): <input type="text" value="8"/> <input type="text" value="1"/> <input type="text" value="0"/> <input type="text" value="3"/> <input type="text" value="0"/> <input type="text" value="2"/> <input type="text" value="4"/> <input type="text" value="0"/> <input type="text" value="2"/>			Phone Number (give area code) (406) 444-4994		Fax Number (give area code) (406) 444-1929
8. TYPE OF APPLICATION: <input checked="" 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.) <input type="checkbox"/> <input type="checkbox"/> Other (specify)			7. TYPE OF APPLICANT: (See back of form for Application Types) A - STATE Other (specify)		
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: <input type="text" value="1"/> <input type="text" value="0"/> <input type="text" value="0"/> <input type="text" value="2"/> <input type="text" value="5"/>			9. NAME OF FEDERAL AGENCY: USDA APHIS VETINARY SERVICES		
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States, etc.): STATE OF MONTANA			11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: BISON MANAGEMENT IN THE MONTANA GREATER YELLOWSTONE AREA <i>Acct. Code: 852-9730-335</i>		
13. PROPOSED PROJECT Start Date: 10/01/2007			14. CONGRESSIONAL DISTRICTS OF: a. Applicant MONTANA DEPT OF LIVESTOCK		
Ending Date: 09/30/2008			b. Project BISON MANAGEMENT		
15. ESTIMATED FUNDING:			16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?		
a. Federal	\$	600,000 ⁰⁰	a. Yes. <input type="checkbox"/> THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON		
b. Applicant	\$	⁰⁰	DATE:		
c. State	\$	⁰⁰	b. No. <input checked="" type="checkbox"/> PROGRAM IS NOT COVERED BY E. O. 12372		
d. Local	\$	⁰⁰	<input checked="" type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW		
e. Other	\$	⁰⁰	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
f. Program Income	\$	⁰⁰	<input type="checkbox"/> Yes If "Yes" attach an explanation. <input checked="" type="checkbox"/> No		
g. TOTAL	\$	600,000 ⁰⁰			
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 IF THE ASSISTANCE IS AWARDED.					
a. Authorized Representative					
Prefix		First Name CHRISTIAN		Middle Name	
Last Name MACKAY			Suffix		
b. Title EXECUTIVE OFFICER			c. Telephone Number (give area code) (406) 444-0528		
d. Signature of Authorized Representative			e. Date Signed 06/24/2008		

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Standard Form 424 (Rev.9-2003)
Prescribed by OMB Circular A-102

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. INPLANT		\$	\$	\$600,000.00		\$600,000.00
2. COMPLIANCE						
3. LABORATORY						
4. ALL OTHER						
5. Totals		\$	\$	\$	\$	\$
SECTION B – BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total (5)
	(1)					
a. Personnel	\$197,724.00					\$197,724.00
b. Fringe Benefits	\$76,892.00					\$76,892.00
c. Travel	\$13,850.00					\$13,850.00
d. Equipment	\$0.00					\$0.00
e. Supplies	\$20,000.00					\$20,000.00
f. Contractual	\$214,413.00					\$214,413.00
g. Construction	\$0.00					\$0.00
h. Other	\$23,296.00					\$23,296.00
i. Total Direct Charges (sum of 6a-6h)	\$546,175.00					\$546,175.00
j. Indirect Charges	\$53,825.00					\$53,825.00
k. TOTALS (sum of 6i and 6j)	\$600,000.00					\$600,000.00
7. Program Income		\$	\$	\$	\$	\$

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 1 st Year	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
13. Federal	\$ 600,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)	\$ 600,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 150,000
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 line 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.

<p>* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL</p> <p><i>[Handwritten Signature]</i></p> <p>Completed on submission to Grants.gov</p>	<p>* TITLE</p> <p><i>Executive officer</i></p>
<p>* APPLICANT ORGANIZATION</p> <p><input type="text"/></p>	<p>* DATE SUBMITTED</p> <p>Completed on submission to Grants.gov</p>

Standard Form 424B (Rev. 7-97) Back

MONTANA DEPARTMENT OF LIVESTOCK
BISON OPERATIONS
COOPERATIVE AGREEMENT # 07-9730-0124-CA
FY08 WORK PLAN
(Grant Term: October 1, 2007 – September 30, 2008)

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, herd plans and vaccination protocols
- ❖ 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 (IBMP) 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 Class-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. 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 assembles 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 removed in accordance with USFS permit during the interim months and DOL staff must reclaim the area after the capture facility removal. 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 IBMP. Additional requirements on the Dept of Livestock for preventing the spread of Brucellosis from YNP wildlife includes the creation of cattle herd plans in surrounding areas, which increase wildlife surveillance, cattle testing and vaccination protocols

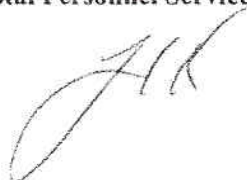
PROJECTED WORK PLAN:

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. Public information staff help communicate key issues to the public. 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 5.0 FTE working at the bison capture and testing facilities

Total Personnel Services Cost (including fringe benefits): **\$246,283**



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 veterinary services, security, consulting services, legal services, lab testing, printing and other costs.

Specifically, some of these services provide:

- Rental of equipment 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.
- Transportation for bison to slaughter or for release
- Security to protect two capture facilities through contracted personnel.
- Interagency service agreement with the Montana Department of Fish Wildlife and Parks to provide personnel and equipment to implement the IBMP.
- Lease of property where the Duck Creek capture facility is located
- Services by veterinarian to conduct surveillance of trapped bison and other wildlife, administer brucellosis vaccination to bison, perform risk assessments and facilitate the creation of cattle herd plans in surrounding area.
- Eagle watching to monitor eagle behavior on Horse Butte during capture operations in the area through contracted personnel.
- Consulting work for environmental review and analysis as needed.
- Bison specialists as needed to assist in ground operations by DOL full-time and seasonal employees.

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 and reagents 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.

Communications:

Communications include expenditures for cellular and regular phone services and related charges, 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.



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.

Rent:

Air operations to assist in hazing and capture necessitate the rental of aircraft. Rental of heavy equipment for snow removal and rental of storage facilities to store the equipment may be needed.

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.

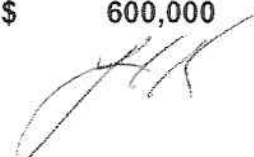
Indirect Costs:

Indirect costs are 19.60 % of total personnel services budget. These costs are for indirect staff time for budgeting, accounting, administrative, and executive oversight of the entire cooperative agreement.

Other Miscellaneous costs:

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.

PERSONNEL	\$	274,616
TOTAL PERSONNEL	\$	274,616
OPERATIONS.		
TRAVEL	\$	13,850
SUPPLIES	\$	20,000
CONTRACT SERV	\$	214,413
COMMUNICATIONS	\$	5,000
RENT	\$	10,000
UTILITIES	\$	2,000
REPAIR & MAINT	\$	5,000
EQUIPMENT	\$	-
OTHER	\$	1,296
TOTAL OPS	\$	271,559
INDIRECT	\$	53,825
TOTAL BUDGET	\$	600,000



Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, 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 awarding of any Federal contract, the making of 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

08-9730-0124 CA

Organization Name

PR/Award Number or Project Name

CHRISTIAN MACKAY EXECUTIVE OFFICER

Name and Title of Authorized Representative



06/24/2008

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

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: 4c	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: USDA	7. Federal Program Name/Description: BISON MANAGEMENT IN THE MONTANA GREATER YELS CFDA Number, if applicable: 10-025	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
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:  Print Name: CHRISTIAN MACKAY Title: EXECUTIVE OFFICER Telephone No.: (406) 444-0528 Date: 06/24/2008	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



United States
Department of
Agriculture

Food Safety
and Inspection
Service

Financial Management Division
5601 Sunnyside Avenue, Mail Drop 5264
Beltsville, Maryland 20705

Christian Mackay, Commissioner
Montana Department of Livestock
P.O. Box 202001
Helena, Montana 59620-2001

JUN 25 2007

Dear Mr. Mackay:

Enclosed is a provisional indirect cost rate for the State Fiscal Year (FY) 2008, to State agencies that have not already received fixed indirect cost rates for FY 2008.

Enclosed is a copy of an Indirect Cost Negotiation Agreement that will establish your current provisional indirect cost rate through June 30, 2008 or appropriate ending date.

Please have the Agreement signed by a duly authorized representative of your organization and return the original to me at the following address:

USDA, FSIS, Financial Management Division
Financial Reviews and Analysis Branch
Mail Drop 5264
5601 Sunnyside Avenue
Beltsville, MD 20705-5264

We will distribute the Agreement to other awarding organizations of the Federal Government.

Thank you for your cooperation.

Sincerely,

Kevin Tarver, Branch Chief
Financial Reviews and Analysis Branch
Financial Management Division

Enclosures

cc: Vicky Cundiff, Chief, Financial Management Unit, RMPS
Ann Henry, Accountant, Executive Division

FSIS:FMD:FRA3:EEvans:blh:06/18/06:504-5887

Q:Shared Drive/FRA3-MO

Recall!—Provisional – Negotiation

STATE AND LOCAL DEPARTMENT/AGENCY
INDIRECT COST NEGOTIATION AGREEMENT

DATE:

INSTITUTION:
Montana Department of Livestock
P.O. Box 202001
Helena, MT 59620-2001

FILING REF.: This preceding
Negotiation Agreement is
Dated: September 21, 2006

The indirect cost rate(s) contained herein are for use on grants and contracts with the Federal Government to which OMB Circular A-87 applies, subject to the limitations contained in the Circular and in Section II-A below. The rate(s) were negotiated by the U.S. Department of Agriculture in accordance with the authority contained in Attachment E, Section E of the Circular.

SECTION I: RATES

TYPE	EFFECTIVE PERIOD		RATE*	LOCATIONS	APPLICABLE
	FROM	TO			TO
Provisional	July 1, 2007	June 30, 2008	19.60%	All	All Programs

*Base: Direct personal services, including staff benefits and workman's compensation.

Treatment of Fringe Benefits: Fringe benefits are identified with salaries and wages and are treated as direct or indirect costs, as appropriate.

SECTION II: GENERAL

A. **LIMITATIONS:** Use of the rate(s) contained in this agreement is subject to any statutory or administrative limitation applicable to a given grant or contract and the availability of funds. Acceptance of the rate(s) agreed to herein is predicated on the conditions: (1) that no costs other than those incurred by the State or locality were included in the Agency's indirect cost pool as finally accepted and that such costs are legal obligations of the State or locality and allowable under the governing cost principles, (2) that the same costs that have been treated as indirect costs are not claimed as direct costs, (3) that similar types of costs have been accorded consistent accounting treatment, and (4) that the information provided by the Agency which was used as a basis for acceptance of the rate(s) agreed to herein is not subsequently found to be materially inaccurate.

B. **ACCOUNTING CHANGES:** If a fixed or predetermined rate(s) is contained in this agreement it is based on the accounting system in effect at the time the agreement was negotiated. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this rate(s) requires the prior approval of the authorized representative of the cognizant negotiation agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain such approval may result in subsequent cost disallowances. The cognizant negotiation agency must also be notified of any changes to the State or locality's organization structure which affect the amount of reimbursement resulting from the use of the rate(s).

C. **FIXED RATES:** If a fixed rate is contained in this agreement, it is based on an estimate of the costs which will be incurred during the period to which the rate applies. When the actual costs for such period have been determined, an adjustment will be made in a subsequent negotiation to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. **NOTIFICATION TO OTHER FEDERAL AGENCIES:** Copies of this document may be provided to other Federal agencies as a means of notifying them of the agreement contained herein.

E. **SPECIAL REMARKS:** Federal programs currently reimbursing indirect costs to this Agency by means other than the rate(s) cited in this agreement should be credited for such costs and the applicable rate cited herein be applied to the appropriate base to identify the proper amount of indirect costs applicable to the program.

Requirements for Indirect Cost Claims and Proposal Submissions

Requirements for adjustments to indirect costs claimed under Federal grants and contracts, and cooperative agreements resulting from this negotiation are dependent upon the type of rate(s) contained in the Negotiation Agreement.

1. If indirect costs were previously claimed based on the use of a "provisional" rate and a "final" or a "fixed" rate is contained in the Agreement, adjustments to the claims to reflect this establishment of the final or fixed rates are required. Adjustments under awards (grants, contracts, and cooperative agreements) by Federal agencies must be made in accordance with the policies of the appropriate agencies.
2. If indirect costs were previously claimed based on the use of a "fixed" rate, all adjustments for the period covered by the fixed rate will be made in a subsequent rate negotiation in accordance with the provisions of the Negotiation Agreement.

An indirect cost proposal encompassing all activities of your agency together with the required supporting information must be submitted to this office for each fiscal year in which your agency claims indirect costs under grants, contracts, and cooperative agreements awarded by the Federal Government. The proposal is due annually within 6 months after the close of your agency's fiscal year. Thus, a proposal for the fiscal year ended June 30, 2007, will be due no later than December 31, 2007.

If you are unable to submit your proposal by the due date, a request for an extension of the filing date must be submitted in writing to:

Kevin Tarver, Branch Chief
USDA-FSIS-Financial Management Division
Financial Reviews and Analysis Branch
Mail Drop 5264
5601 Sunnyside Avenue
Beltsville, MD 20705-5264

Failure to prepare and submit a timely proposal or a written request for extension will cause your agency to become delinquent. Awards made to a delinquent agency will not provide for indirect costs and indirect costs claimed against awards already made will be subject to disallowance.

By the Montana Department of Livestock



Christian Mackay

Name

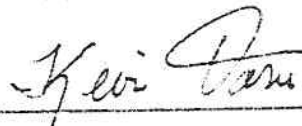
Executive Officer

Title

7/3/07

Date

By the U.S. Department of Agriculture
on behalf of the Federal Government



Kevin Tarver

Name

Chief, Fin. Reviews and Analysis Branch

Title

6/28/07

Date

Food Safety and Inspection Service
Financial Management Division
Financial Reviews and Analysis Branch
negotiated by

(301) 504-5887

Telephone

DEPARTMENT OF LIVESTOCK



BRIAN SCHWEITZER, GOVERNOR

PO BOX 202001

STATE OF MONTANA

DEPARTMENT OF LIVESTOCK (406) 444-7323
ANIMAL HEALTH DIVISION (406) 444-2043
BRANDS ENFORCEMENT DIVISION (406) 444-2045
CENTRALIZED SERVICES DIVISION (406) 444-4994
EXECUTIVE OFFICE/BOARD OF LIVESTOCK (406) 444-9321
MEAT & POULTRY INSPECTION BUREAU (406) 444-5202
MILK & EGG BUREAU (406) 444-9761

HELENA, MONTANA 59620-2001

TO: APHIS ADO
THROUGH: APHIS ADODR
Dr. Lennis Knight DVM
Area Veterinarian In Charge
Captiol One Building
Helena, Montan 59602

DATE: June 19, 2008

Dear Dr. McCluskey:

Your concurrence is requested to allow pre-award costs beginning October 1, 2007 to cover work on the Bison Operations Cooperative Agreement 08-9730-1405-CA in the State of Montana. It is necessary for the State of Montana to continue programs operational costs for this ongoing program.

Costs incurred prior to the signing of the Notice of Cooperative agreement Award will not exceed one-fourth of the total Federal funds \$150,000 to be requested on the Application for Federal Assistance, SF-424.

I agree to manage the Bison Operations Cooperative Agreement funded by Federal money in accordance with Title 7 Code of Federal Regulations Part 3015 or Part 3019, whichever is applicable, the associated Office of Management and Budget (OMB) Circular governing costs allowed, and all other applicable laws, regulations, and guidelines.

I understand that APHIS is under no obligation, in the absence of appropriations, if the award is not made, or if an award is made for a lesser amount than expected.

Sincerely,

[Handwritten signature of Christian Mackay]

Christian Mackay
Executive Officer
Board of Livestock Authorized Official

Concurrences:

[Handwritten signature] ADODR 6/19/08 Date

[Handwritten signature] Regional Budget Analyst 6/20/08 Date

Approved:

[Handwritten signature] APHIS ADO 6-20-08 Date

cc: ADO
ADODR
MRPBS, FMD, ASC

RECEIVED

JUN 20 2008

Western Regional Office
Veterinary Services

SUPPLEMENTAL COOPERATOR INFORMATION SHEET

Additional information needed to fulfill FFATA requirements.

Cooperator Name: Montana Department of Livestock		Agreement Number: 08-9730-0124 CA	
Parent DUNS Number: 80-9791049	Primary Performance Street Address: 301 No Roberts PO Box 202001		
Primary Performance City: Helena		Primary Performance State: Montana	
Primary Performance Zip: 59620-2001	County of Primary Performance: Lewis & Clark	Primary Performance Country: USA	
Performance in Multiple States: <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No		Performance in Multiple Counties: <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No	
Comments:			