



United States
Department of
Agriculture

January 28, 2009

Marketing and
Regulatory
Programs

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

Animal and
Plant Health
Inspection
Service

Veterinary
Services

Western Region
Office

Enclosed for your records is the completed, executed document for the Notice of Cooperative Agreement Award #09-9730-0124-CA. This Agreement is for the activities relating to *Bison Operations*.

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

This Notice of Cooperative Agreement Award is for Federal Fiscal Year 2009 and is effective October 1, 2008 through December 31, 2009, in the amount of \$283,800. *Due to a Continuing Resolution, the Federal share provided by APHIS under this Agreement represents an incremental, reduced amount of the total reflected in the Financial Plan.*

(970) 494-7400
FAX: 494-7401

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,

for

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
An Equal Opportunity Provider and Employer

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

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

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 Operations in the 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** understands and 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 properly certified quarterly accomplishment reports on activities outlined in the Work Plan and Financial Plan. The reports will be used by APHIS to verify compliance with provisions of this Agreement.**

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

Any requests for an extension of time to submit the reports must be justified and 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 reports are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported separately.

- d. Submit to APHIS' authorized representative properly certified **quarterly Federal Financial Reports (FFR)**. They are due:

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

Any requests for an extension of time to submit the FFR must be justified and 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 FFR are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing. In addition, APHIS requires a separate FFR for each award. When an agreement includes multiple projects covered by multiple Work Plans and Financial Plans, each project must be reported on a separate FFR. Further, all federal funds reflected as unobligated on the final FFR will no longer be available for obligation by the Cooperator.

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

i. 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.

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

k. 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.

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 the **APHIS network, any systems on the APHIS network, or any personnel using APHIS owned computer equipment** 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 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 as stated in Article 10 of this Agreement.

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

q. 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 are prohibited.

r. 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".

s. 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.

t. Pursuant to 31 USC 3706 and 7 CFR, Part 3, Subpart B, any funds paid to a **cooperator** in excess of the amount to which the **cooperator** is finally determined to be entitled under the terms and conditions of the award constitute a debt to the Federal Government. If not paid within a reasonable period after the demand for payment, the Federal awarding agency may reduce the debt by:

- (1) Making an administrative offset against other requests for reimbursements.
- (2) Withhold advance payments otherwise due to the **Cooperator**
- (3) Taking other action permitted by statute.

Except as otherwise provided by law, the Federal awarding agency shall charge interest on an overdue debt in accordance with 4 CFR, Chapter II "Federal Claims Collection Standards" and 31 USC, Chapter 37.

u. Any information furnished to APHIS under this Agreement is subject to the Freedom of Information Act (5 USC 552).

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**.
- e. Upon receipt of the final Federal Financial Report, provide written notification to the cooperator that the balance of Federal funds reported as unobligated will no longer be available to the **Cooperator**.
- f. 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.
- g. Provide special training to carry out assignments, as mutually deemed necessary.

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 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 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 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 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) as applicable.

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 – FEDERAL VEHICLE MANAGEMENT

The **Cooperator** agrees to comply with the requirements of 41 CFR 10138.3011 (41 CFR 10234 Subpart C) and vehicle usage policy as stated in the APHIS Motor Vehicle Fleet Management Manual. The **Cooperator** further agrees to indemnify the United States of America for any and all property damage and personal injury caused by the **Cooperator's** employees resulting from use of said vehicles, and further agrees to save and hold harmless the United States of America from any and all claims for such property damage and personal injury caused by the **Cooperator's** employees. The **Cooperator** further agrees to reimburse the United States of America by and through APHIS for any property damage to any Federally-owned or Federally-leased vehicles, less normal wear and tear, which may occur through the use of said vehicles under this **Agreement**.

ARTICLE 15 – 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 16 – 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 17 – 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 18 – 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 19 – FLY AMERICAN ACT

The Cooperator organization shall comply with section 5 of the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. 1517 (Fly American Act), which requires:

a. Any air transportation to, from, between, or within a country, other than the U.S., of persons or property, the expense of which will be assisted by USDA funding, will be performed on a United States flag carrier if service provided by such carrier is "available."

b. For the purposes of the requirement:

(1) Passenger or freight service by a certified air carrier is considered "available" even though:

(a) Comparable or a different kind of service by a non-certificated air carrier costs less; or

(b) Service by a non-certificated air carrier can be paid for in excess foreign currency; or

(c) Service by a non-certificated air carrier is preferred by the recipient organization contractor or traveler needing air transportation.

(2) Passenger service by a certificated air carrier is considered to be "unavailable":

(a) When the traveler, while enroute, has to wait 6 hours or more for an available United States carrier: or

(b) When any flight by a U.S. carrier interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, and so forth, and no other flight by a United States carrier is available during the 6 hour period: or


(c) When the flight by a United States carrier takes 12 or more hours longer than a foreign carrier.

ARTICLE 20 – FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION

The Federal award for this **Agreement** is in the amount of \$283,800 and the **Cooperator's** share is \$0 for a total project cost of \$283,800. 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. Due to a Continuing Resolution (CR), the Federal share provided by APHIS under this Agreement represents an incremental, reduced amount of the total reflected in the Financial Plan to this Agreement; future funding made available by Congress under another CR or an appropriation will necessitate a revision(s) to increase the funding level. This **Agreement** shall become effective October 1, 2008, and shall continue through September 30, 2009, 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.

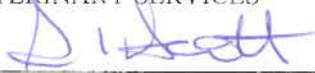
MONTANA DEPARTMENT OF LIVESTOCK



1-15-09 
~~1-15-08~~

Date

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



1-28-09

acting

Regional Director

Date

Budget Object Class: 2551
Accounting Code: 952 9730 335
Amount: \$283,800 (reduced incremental amount)
Agreement #: 09-9730-0124-CA

Application for Federal Assistance SF-424

Version 02

*1. Type of Submission:		*2. Type of Application		* If Revision, select appropriate letter(s)
<input type="checkbox"/> Preapplication	<input checked="" type="checkbox"/> Application	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Continuation	*Other (Specify)
<input type="checkbox"/> Changed/Corrected Application	<input type="checkbox"/> Revision			_____

3. Date Received:	4. Applicant Identifier:
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5a. Federal Entity Identifier:	*5b. Federal Award Identifier: 09-9730-0124-CA
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State Use Only:

6. Date Received by State:	7. State Application Identifier:
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8. APPLICANT INFORMATION:

*a. Legal Name: Montana Department of Livestock	
*b. Employer/Taxpayer Identification Number (EIN/TIN): 81-0302402	*c. Organizational DUNS: 80-9791049

d. Address:

*Street 1:	<u>301 Roberts</u>
Street 2:	<u>PO Box 202001</u>
*City:	<u>Helena</u>
County:	<u>Lewis & Clark</u>
*State:	<u>Montana</u>
Province:	_____
*Country:	<u>USA</u>
*Zip / Postal Code	<u>59620-2001</u>

e. Organizational Unit:

Department Name: Animal Health	Division Name:
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f. Name and contact information of person to be contacted on matters involving this application:

Prefix: _____	*First Name: <u>George</u>
Middle Name: <u>H</u>	
*Last Name: <u>Harris</u>	
Suffix: _____	

Title: Administrator for Centralized Services Division
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Organizational Affiliation:

*Telephone Number: (406) 444-4994	Fax Number: (406) 444-4904
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*Email: gharris@mt.gov

Application for Federal Assistance SF-424

Version 02

***9. Type of Applicant 1: Select Applicant Type:**

A.State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

USDA APHIS

***11. Catalog of Federal Domestic Assistance Number:**

10-025 _____

CFDA Title:

Plant and Animal Disease, Pest Control & Animal Care _____

***12 Funding Opportunity Number:**

09-9730-0124-CA _____

*Title:

Bison Management in the Montana Greater Yellowstone Area _____

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

The greater Yellowstone area and Montana

***15. Descriptive Title of Applicant's Project:**

Bison Management in the Montana Greater Yellowstone Area

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant: MT-00

*b. Program/Project: MT-00

17. Proposed Project:

*a. Start Date: 10/01/2008

*b. End Date: 09/30/2009

18. Estimated Funding (\$):

*a. Federal	_____	283,800
*b. Applicant	_____	
*c. State	_____	113,520
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	397,320

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: _____ *First Name: Christian

Middle Name: _____

*Last Name: Mackay


Suffix: _____

*Title: Executive Director

*Telephone Number: (406) 444-0528

Fax Number: (406) 444-4904

* Email: cmackay@mt.gov

*Signature of Authorized Representative: 

*Date Signed: 12/29/08

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.		\$	\$	\$ 283,800.00	\$ 113,520.05	\$ 397,320.05
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 283,800.00	\$ 113,520.05	\$ 397,320.05
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total (5)
	(1)	(2)	(3)			
a. Personnel	\$ 99,072.43	\$	\$	\$ 6,453.87	\$ 105,526.30	
b. Fringe Benefits	27,974.08			2,539.15	30,513.23	
c. Travel	6,055.69			566.31	6,622.00	
d. Equipment	17,200.00			0.00	17,200.00	
e. Supplies	15,050.00			103,847.20	118,897.20	
f. Contractual	76,110.00			0.00	76,110.00	
g. Construction	0.00			0.00	0.00	
h. Other	17,221.50			113.52	17,335.02	
i. Total Direct Charges (sum of 6a-6h)	258,683.70	0.00	0.00	113,520.05	372,203.75	
j. Indirect Charges	25,116.30			0.00	25,116.30	
k. TOTALS (sum of 6i and 6j)	\$ 283,800.00	\$ 0.00	\$ 0.00	\$ 113,520.05	\$ 397,320.05	
7. Program Income	\$	\$	\$	\$	\$ 0.00	

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

Previous Edition Usable

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8.	\$	\$	\$	\$ 0.00	
9.				0.00	
10.				0.00	
11.				0.00	
12. TOTAL (sum of lines 8-11)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 283,800.00	\$ 70,950.00	\$ 70,950.00	\$ 70,950.00	\$ 70,950.00
14. Non-Federal	113,520.00	28,380.00	28,380.00	28,380.00	28,380.00
15. TOTAL (sum of lines 13 and 14)	\$ 397,320.00	\$ 99,330.00	\$ 99,330.00	\$ 99,330.00	\$ 99,330.00
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)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
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.

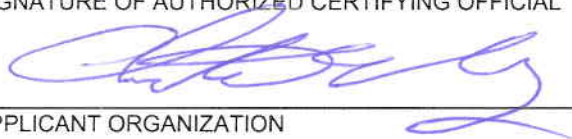
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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 EXECUTIVE OFFICER
APPLICANT ORGANIZATION Montana Department of Livestock	DATE SUBMITTED January 20, 2009

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

**MONTANA DEPARTMENT OF LIVESTOCK
BISON OPERATIONS
COOPERATIVE AGREEMENT # 09-9730-0124-CA
FY08 WORK PLAN
(Grant Term: October 1, 2008 – December 31, 2009)**

BISON OPERATIONS COOPERATIVE AGREEMENT

GOALS:

- ❖ Restore and maintain Montana's brucellosis Class Free status;
- ❖ Prevent the 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 results of telemetric monitoring of sero-negative pregnant females
- ❖ Evaluate the development of a safe and effective remote vaccine delivery mechanism
- ❖ Eliminate brucellosis-related risks to public health from wildlife
- ❖ Coordinate brucellosis-related management activities
- ❖ Coordinate brucellosis-related research activities
- ❖ Enhance risk mitigation efforts to prevent transmission of brucellosis from wild ungulates to livestock

DISCUSSION:

The brucellosis class free status of Montana has been downgraded to class A following the discovery of two herds with brucellosis in May 2007, and May 2008. These cases of brucellosis in livestock are believed to have occurred due to transmission from brucellosis infected, wild, free ranging elk.

The IBMP and this Cooperative agreement has been instrumental in 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.

Montana 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.

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 would we do with 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 evaluations (assessments) on livestock operations 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 in-state travel to inform the citizens of Montana about the IBMP and bison management, as well as 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.

Equipment:

Equipment includes a vehicle to conduct bison operations activities.

Budget:

1000	PERSONAL SERVICES	1 Year	15 Month Bud
	1100 Salaries	\$230,401	\$288,001
	1400 Employee Benefits	\$65,056	\$81,320
	TOTAL PERSONAL SERVICES	\$295,457	\$369,321
2000	OPERATIONS		
	2100 Contracted and other Services		
	FWP - Game Warden	\$36,000	\$45,000
	Field Vet	\$72,000	\$90,000
	Bison Field Specialist	\$26,000	\$32,500
	Eagle Watcher	\$7,000	\$8,750
	Koelzer Estate Contract for Property Use	\$36,000	\$45,000
	Subtotal	\$177,000	\$221,250
	2200 Supplies and Materials		
	Fuel	\$20,000	\$25,000
	Lab Supplies	\$6,000	\$7,500
	Other Supplies and minor equipment	\$5,000	\$6,250
	Clothing, Hay and Other Supplies	\$4,000	\$5,000
	Subtotal	\$35,000	\$43,750

	2300 Communications		
	Postage	\$50	\$63
	Cellular Phones	\$3,000	\$3,750
	Telephone Equipment	\$1,000	\$1,250
	Internet Services and Long Distance	\$500	\$625
	Subtotal	\$4,550	\$5,688
	2400 Travel		
	In State Personal Car Mileage	\$583	\$729
	In State Meals	\$2,500	\$3,125
	In State Lodging	\$8,000	\$10,000
	In State Overnight Meals	\$1,500	\$1,875
	Horse Trailer Mileage	\$1,500	\$1,875
	Subtotal	\$14,083	\$17,604
	2500 Rent		
	Contract Aircraft	\$25,000	\$31,250
	Heavy and Other Equipment	\$5,000	\$6,250
	Subtotal	\$30,000	\$37,500
	2600 Utilities		
	Electricity and Propane	\$2,000	\$2,500
	2700 Repair and Maintenance		
	Passenger Maintenance and Repair	\$2,500	\$3,125
	2800 Other Expenses		
	Agency Indirect	\$57,910	\$72,388
	Statewide Indirect	\$500	\$625
	Public Relations, Licenses, Freight	\$1,000	\$1,250
		\$59,410	\$74,263
	TOTAL OPERATIONAL COSTS	\$289,543	\$361,292
3000	EQUIPMENT & INTANGIBLE ASSETS		
	3100 Equipment	\$40,000	\$50,000
	TOTAL EQUIPMENT	\$40,000	\$50,000
TOTAL DISEASE CONTROL BUDGET	Total Bison Budget	\$660,000	\$825,000

WORK PLAN APPROVED

[Signature]
Regional EPI

1-28-09
Date



United States
Department of
Agriculture

Food Safety
and Inspection
Service

Beltsville, MD
20705

OCT 24 2008

Christian Mackay, Director
Montana Department of Livestock
P.O. Box 200201
Helena, MT 59620-0201

Dear Ms. Mackay:

Enclosed is an Indirect Cost Negotiation Agreement (ICNA) which contains the fixed rate for State Fiscal Year (SFY) 2006-2009 that may be used in claims for indirect costs on grants, cooperative agreements, and contracts with the Federal Government. Please have the emailed copy signed, keep a copy for your records, and either return by email or return the signed hard copy to the following address:


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

The issued fixed rates have been converted from provisional rates. These rates are based on the state agencies requested rate information submitted to Food Safety Inspection Service

When returned, a copy of the approved ICNA will be provided to the Department of Health And Human Services for posting to their PSC website. The requirements for revising indirect cost claims and for submitting indirect cost proposals are contained in another enclosure.

If you have any questions or comments, please contact Larry Davis at (301) 344-5738.

Sincerely,


Frederic Marks, Director
Financial Management Division

REQUIREMENTS FOR REVISING INDIRECT COST CLAIMS

Requirements for revisions to indirect costs already claimed under Federal awards (grants, cooperative agreements, or contracts) as a result of this Indirect Cost Negotiation Agreement (ICNA) are dependent upon the following conditions:

If indirect costs were previously claimed for a State Fiscal Year (SFY) based on the use of a "Provisional" rate and a "Fixed" rate for that SFY is contained in this ICNA, adjustments to those claims to reflect revised indirect costs may be required. Any adjustments to Federal awards must be made in accordance with the policies of the respective Federal agencies.

REQUIREMENTS FOR SUBMITTING INDIRECT COST PROPOSALS

An indirect cost proposal covering all agency activities along with the required supporting documentation should be submitted to this office for each SFY in which an agency claims indirect costs under grants, contracts, and/or cooperative agreements awarded by the Federal government. The proposal is due annually, within six months after the close of the SFY. Thus, a proposal for the SFY ended June 30, 2008, will be due NLT December 31, 2008.

If an agency is unable to submit its proposal by the due date, a written request for a 30-60 day extension of the filing date needs to be submitted to the address below:

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

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

INDIRECT COST NEGOTIATION AGREEMENT
FOR STATE DEPARTMENT/AGENCY

DATE: **OCT 31 2008**

INSTITUTION:
Montana Department of Livestock
PO Box 202001
Helena, MT 59620-2001

FILING REF: The preceding
Negotiation Agreement
Dated: July 18, 2008

The indirect cost rate(s) contained herein are for use on grants, cooperative agreements, 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 TO
	FROM	TO			
Fixed	July 1, 2005	June 30, 2006	19.60%	All	All Programs
Fixed	July 1, 2006	June 30, 2007	20.58%	All	All Programs
Fixed	July 1, 2007	June 30, 2009	19.60%	All	All Programs

*Base: Direct Personal Services (salaries and wages plus standard fringe benefits).

Treatment of Fringe Benefits: Fringe benefits are identified with their related 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, cooperative agreement, or contract and to 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 were included in the Agency's indirect cost pool as finally accepted and that such costs are legal obligations of the State 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 computation 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 Federal cognizant 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 Federal cognizant agency must also be notified of any changes to the State organization structure which may affect the amount of reimbursement resulting from the use of the rate(s).

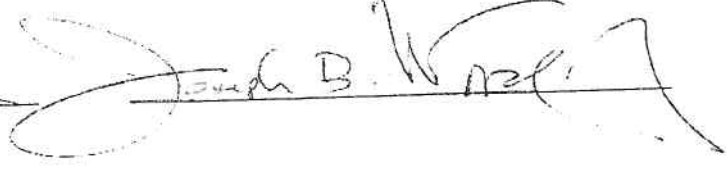
C. **FIXED RATES:** If a fixed rate is contained in this agreement, it is based on an estimate of the costs which will be incurred during the period to which the rate applies. When the actual costs for such period have been determined, an adjustment will be made in a subsequent negotiation to compensate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

By the Montana Department of Livestock

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



Christian Mackay
Name

Frederic Marks
Name

Executive Officer
Title

Director, Financial Management
Title

10/30/08
Date

10/24/08
Date

Food Safety and Inspection Service
Office of Management
Office of the Chief Financial Officer
Financial Management Division
Negotiated by

(301) 344-0759
Telephone

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-LLI, "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

09-9730-0124 CA

Organization Name

PR/Award Number or Project Name

CHRISTIAN MACKAY EXECUTIVE OFFICER

Name and Title of Authorized Representative



12/29/2008

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: \$ 660,000	
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: 12/29/2008	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

SUPPLEMENTAL COOPERATOR INFORMATION SHEET

Additional information needed to fulfill FFATA requirements.

Cooperator Name: Montana Department of Livestock		Agreement Number: 09-9730-0124 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:			

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

DATE: October 1, 2008

Dear Dr. McCluskey:

Your concurrence is requested to allow pre-award costs in the amount of \$150,000 for operational costs beginning October 1, 2008 to begin work immediately on the bison brucellosis management program in the State of Montana. The work is necessary to meet payroll and operational costs of the bison operations staff in the Greater Yellowstone Area as well as administrative costs.

Costs incurred prior to the signing of the Notice of Cooperative agreement Award will not exceed one-fourth (\$150,000) of the total Federal funds (\$600,000) to be requested on the Application for Federal Assistance, SF-424.

I agree to manage the bison brucellosis management program 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,

[Signature] 10/1/08
Christian Mackay, Executive Officer
Montana Department of Livestock

Concurrences: [Signature] OCT 03 2008
ADODR Date

[Signature] 10/3/08
Regional Budget Analyst Date

Approved: [Signature] OCT 03 2008
APHIS ADO Date

- cc: ADO
ADODR
MRPBS, FMD, ASC
Dr. Martin Zaluski, State Veterinarian
George H. Harris, Administrator CSD



January 28, 2009

United States
Department of
Agriculture

MEMORANDUM

Animal and Plant
Health Inspection
Service

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

Veterinary Services

FROM: *for* Brian J. McCluskey, Director

Western Region

SUBJECT: Authorized Departmental Officer's Designated Representative (ADODR)
Notice of Award
Cooperative Agreement No. 09-9730-0124-CA

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

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

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

1. Ensure that APHIS has authority to enter into the proposed agreement and that APHIS has selected the appropriate agreement instrument.
2. Justify non-competition of the award or, if competitive, prepare a funding opportunity announcement, develop criteria for evaluating applicants, and coordinate a panel review of applications. Ensure potential awardees are not debarred or suspended by checking the Excluded Parties List System at www.epls.gov.
3. Negotiate terms and conditions of the agreement including the work plan and financial plan.
4. Ensure all arrangements agreed to by APHIS and the cooperator are documented in writing and maintained as part of the official agreement file.
5. Ensure, when applicable, that the cooperator has provided written notification to the appropriate State Single Point of Contact (SPOC) early during the planning process of programs/projects to be conducted within the State. The cooperator may accomplish this through correspondence with the SPOC which synthesizes program/project goals, methods to be used, and any relevant facts. In the event the cooperator advises the ADODR that the Intergovernmental Review Process is no longer applicable to APHIS Catalog of Federal Domestic Assistance (CFDA) No. 10.025 in the State, the ADODR must require written notification to that effect from the cooperator's authorized representative/approving official. Refer to the APHIS website at http://www.aphis.usda.gov/mrpbs/fmd/agreements_service_center.html and look under the Tool Kit for EO 12372, APHIS Specific Information, to determine whether APHIS CFDA Program No. 10.025 is covered (subject to a SPOC review) in a given state. In those states where APHIS program CFDA No. 10.025 is subject to review and the cooperator chooses to waive the process for the year or life of the program or finishes the review prior to the 30- or 60-day waiting period, the cooperator must provide a copy of the letter issued by the SPOC to the Cooperator in order for APHIS to proceed with the award.
6. Ensure that the cooperator has completed all sections of Form SF-424, "Application for Federal Assistance," and has submitted a work plan, detailed financial plan, and all required



Safeguarding American Agriculture

APHIS is an agency of USDA's Marketing and Regulatory Programs
An Equal Opportunity Provider and Employer

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

forms. Ensure that the costs as proposed on the SF-424 are reasonable, allocable, and allowable under the applicable OMB circular governing cost principles.

7. Ensure that the cooperator includes a fully executed, current, indirect-cost rate agreement negotiated by its cognizant Federal agency, including signature page, with the application when claiming indirect costs. The ADODR should ensure that the correct rate is claimed and is correctly applied to the direct costs.
8. Ensure that the negotiated terms and conditions are placed in the Notice of Award and that special award conditions are imposed when the cooperator is classified as a "high-risk" grantee.
9. Ensure that the use of program income is written in the Notice of Award, when applicable, and that program income is used in accordance with the Notice of Award.
10. Monitor the cooperator's performance in accordance with the cooperator's work plan, performance schedule, and budget. Visit work sites as appropriate. At the end of each funding period, provide a written summary evaluation to the Authorized Departmental Officer (ADO).
11. Monitor cooperator's compliance with all terms and conditions listed in the Notice of Award, and compliance with all applicable laws, regulations, circulars, policies and guidelines.
12. Review and approve/disapprove all Forms SF-270, "Request for Advance or Reimbursement," for completeness and accuracy, certify in writing, and forward to the Payments Section in Minneapolis, Minnesota.
13. Review and accept, if consistent with anticipated program expenditures and program accomplishments, all SF-269 forms, "Financial Status Reports," received from the cooperator. Ensure cooperator met the cost share as indicated on form SF-424. Document any changes to cost share in writing.
14. Ensure timely submission of and review accomplishment reports as agreed to in the Notice of Award to determine the level of program accomplishments and resolve any discrepancies or deficiencies in program performance. Document all accomplishments/ discrepancies and efforts made to reconcile any differences. These reports and site monitoring are the basis for approval/denial of payment requests. Ensure copies of these reports are sent to the Western Regional Office Agreements Staff for inclusion in the Regional file.
15. Follow-up and attempt to resolve discrepancies found on forms, including--but not limited to--the SF-269 and SF-270. Notify the ADO of any unresolved discrepancies.
16. Document all efforts to obtain untimely reports and notify the ADO when these requests for reports are ignored.
17. Ensure that annual interest earned on cash advances, in excess of \$250, is remitted to APHIS unless the Cooperator is exempted under the Intergovernmental Cooperation Act (31 U.S.C. 6501, et seq.) or the Indian Self-Determination Act (23 U.S.C. 450). States (universities and hospitals that are State entities) are exempt.
18. Provide technical assistance to the cooperator regarding program and administrative activities conducted within the scope and terms of agreements.

19. Review the cooperator's inventory records of federally owned property. The ADODR will ensure that the cooperator properly submits an annual inventory of federally owned equipment. Verify inventories of cooperator-owned property purchased with Federal funds.

20. Initiate and complete the agreement closeout.

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

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

If you have any questions regarding this Award, or the responsibilities delegated to you as the ADODR for this agreement, please contact Dave Bartling at (970) 494-7352.



WESTERN REGION

TRANSMITTAL – COOPERATIVE AGREEMENT DOCUMENT

Attached documents are related to the following:

Agreement NO. 09-9730-0124-CA [Rev 09-1] Date of Award: 10/01/2008 FY: 2009

Cooperator: Montana Department of Livestock

- Notice of Cooperative Agreement, Standard Form 424, Standard Form 424a, Standard Form 424b, Program Narrative, Pre-Award Cost Approval Letter, Approved Decision Letter, Indirect Cost Agreement, APHIS Form 63, Lobbying Certification, SF-LLL Disclosure of Lobbying Activities, ADODR Letter, Cooperator Letter, SPOC Letter, FFATA - Suppl. Cooperator Info Sheet

Revision: To Increase by \$376,200 for a total of \$660,000

Start Date: Oct 1, 2008 End Date: Dec 31, 2009
Accounting Code: 952 9730 335 Amount: \$376,200 Program: Bison Operations

Agreement Specialists

- Dave Bartling 970-494-7352
Tania Hepburn 970-494-7356
Lourdes Kramer 970-494-7362

REVISION NO. 09-1
TO THE
NOTICE OF COOPERATIVE AGREEMENT AWARD
BETWEEN THE
MONTANA DEPARTMENT OF LIVESTOCK (COOPERATOR)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
VETERINARY SERVICES (APHIS)

Under the provisions of Article 20, the Cooperator and APHIS hereby mutually agree to revise terms and conditions of the Fiscal Year 2009 Notice of Cooperative Agreement Award 09-9730-0124-CA to conduct Bison Operations.

The following Article is hereby revised:

ARTICLE 20

This Revision increases the Federal award amount by \$376,200 for a total of \$660,000. It shall become effective upon the date of final signature.

It is further understood by and between the parties that in all other respects, the original terms, conditions and provisions of said Agreement shall remain in full force and effect.

MONTANA DEPARTMENT OF LIVESTOCK


Christian Mackay, Executive Officer

6/9/09
Date

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


Brian J. McCluskey, Regional Director

JUN 15 2009
Date

Budget Object Class: 2551
Accounting Code: 952 9730 335
Amount: +\$376,200

Application for Federal Assistance SF-424		Version 02
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision	* If Revision, select appropriate letter(s) A. Increase Award *Other (Specify) _____
3. Date Received:		4. Applicant Identifier:
5a. Federal Entity Identifier:		*5b. Federal Award Identifier: 09-9730-0124-CA
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
*a. Legal Name: Montana Department of Livestock		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 81-0302402		*c. Organizational DUNS: 80-9791049
d. Address:		
*Street 1:	<u>301 N Roberts</u>	
Street 2:	<u>PO Box 202001</u>	
*City:	<u>Helena</u>	
County:	<u>Lewis & Clark</u>	
*State:	<u>Montana</u>	
Province:	_____	
*Country:	<u>USA</u>	
*Zip / Postal Code	<u>59620-2001</u>	
e. Organizational Unit:		
Department Name: Animal Health		Division Name:
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: _____	*First Name: <u>George</u>	
Middle Name: <u>H</u>		
*Last Name: <u>Harris</u>		
Suffix: _____		
Title: Administrator for Centralized Services Division		
Organizational Affiliation:		
*Telephone Number: (406) 444-4994		Fax Number: (406) 444-4904
*Email: gharris@mt.gov		

Application for Federal Assistance SF-424

Version 02

***9. Type of Applicant 1: Select Applicant Type:**

A.State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

USDA APHIS

11. Catalog of Federal Domestic Assistance Number:

10-025 _____

CFDA Title:

Plant and Animal Disease, Pest Control & Animal Care _____

***12 Funding Opportunity Number:**

09-9730-0124-CA _____

*Title:

Bison Management in the Montana Greater Yellowstone Area _____

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

The Greater Yellowstone Area and Montana

***15. Descriptive Title of Applicant's Project:**

Bison Management in the Montana Greater Yellowstone Area

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant: MT-00

*b. Program/Project: MT-00

17. Proposed Project:

*a. Start Date: 10/01/2008

*b. End Date: 09/30/2009

18. Estimated Funding (\$):

*a. Federal	_____	660,000
*b. Applicant	_____	
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	660,000

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

- Yes
- No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: _____ *First Name: Christian _____
Middle Name: _____
*Last Name: Mackay _____
Suffix: _____

*Title: Executive Director

*Telephone Number: (406) 444-0528

Fax Number: (406) 444-4904

* Email: cmackay@mt.gov

*Signature of Authorized Representative: 

*Date Signed: 06/10/09

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.		\$	\$	\$ 660,000.00	\$ 0.00	\$ 660,000.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 660,000.00	\$ 0.00	\$ 660,000.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total (5)
	(1)	(2)	(3)	(4)	(5)	
a. Personnel	\$ 230,401.00	\$	\$	\$	\$	230,401.00
b. Fringe Benefits	65,056.00					65,056.00
c. Travel	14,083.00					14,083.00
d. Equipment	40,000.00					40,000.00
e. Supplies	35,000.00					35,000.00
f. Contractual	177,000.00					177,000.00
g. Construction	0.00					0.00
h. Other	40,050.00					40,050.00
i. Total Direct Charges (sum of 6a-6h)	601,590.00	0.00	0.00	0.00	0.00	601,590.00
j. Indirect Charges	58,410.00				0.00	58,410.00
k. TOTALS (sum of 6i and 6j)	\$ 660,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 660,000.00
7. Program Income	\$	\$	\$	\$	\$	0.00

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8.	\$	\$	\$	\$ 0.00	
9.				0.00	
10.				0.00	
11.				0.00	
12. TOTAL (sum of lines 8-11)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 660,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00
14. Non-Federal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$ 660,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00
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)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks:					



WESTERN REGION

TRANSMITTAL – COOPERATIVE AGREEMENT DOCUMENT

Attached documents are related to the following:

Agreement NO. 09-9730-0124-CA [Rev 09-2] Date of Award: 10/01/2008 FY: 2009

Cooperator: Montana Department of Livestock

- Notice of Cooperative Agreement, APHIS Form 63 (New Agreements), Standard Form 424 (Application for Assistance), Lobbying Certification, Standard Form 424a (Budget Information), SF-LLL Disclosure of Lobbying Activities, Standard Form 424b (Assurances), ADODR Letter, Program Narrative/Work Plan/Financial Plan, Cooperator Letter, Pre-Award Cost Approval Letter, SPOC Letter (if required by State), Approved Decision Letter, FFATA -Suppl. Cooperator Info Sheet, Indirect Cost Agreement

Revision: To Increase by \$65,000 for a total of \$725,000

Start Date: Oct 1, 2008 End Date: Dec 31, 2009
Accounting Code: 952 9730 335 Amount: \$65,000 Program: Bison Operations

Agreement Specialists

- Dave Bartling 970-494-7352
Tania Hepburn 970-494-7356
Lourdes Kramer 970-494-7362

REVISION NO. 09-2
TO THE
NOTICE OF COOPERATIVE AGREEMENT AWARD
BETWEEN THE
MONTANA DEPARTMENT OF LIVESTOCK (COOPERATOR)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
VETERINARY SERVICES (APHIS)

Under the provisions of Article 20, the Cooperator and APHIS hereby mutually agree to revise terms and conditions of the Fiscal Year 2009 Notice of Cooperative Agreement Award 09-9730-0124-CA to conduct Bison Operations.

The following Article is hereby revised:

ARTICLE 20

This Revision increases the Federal award amount by \$65,000 for a total of \$725,000. It shall become effective upon the date of final signature.

It is further understood by and between the parties that in all other respects, the original terms, conditions and provisions of said Agreement shall remain in full force and effect.

MONTANA DEPARTMENT OF LIVESTOCK

 By *SKH* 9-30-09

Christian Mackay, Executive Officer

Date

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

 9-30-09

Brian J. McCluskey, Regional Director

Date

Budget Object Class: 2551
Accounting Code: 952 9730 335
Amount: +\$65,000

Application for Federal Assistance SF-424		Version 02
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision	* If Revision, select appropriate letter(s) A. Increase Award *Other (Specify) _____
3. Date Received:		4. Applicant Identifier:
5a. Federal Entity Identifier:		*5b. Federal Award Identifier: 09-9730-0124-CA
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
*a. Legal Name: Montana Department of Livestock		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 81-0302402		*c. Organizational DUNS: 80-9791049
d. Address:		
*Street 1:	301 N Roberts _____	
Street 2:	PO Box 202001 _____	
*City:	Helena _____	
County:	Lewis & Clark _____	
*State:	Montana _____	
Province:	_____	
*Country:	USA _____	
*Zip / Postal Code	59620-2001 _____	
e. Organizational Unit:		
Department Name: Animal Health		Division Name:
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: _____	*First Name: George _____	
Middle Name: H _____		
*Last Name: Harris _____		
Suffix: _____		
Title:	Administrator for Centralized Services Division	
Organizational Affiliation:		
*Telephone Number: (406) 444-4994		Fax Number: (406) 444-4904
*Email: gharris@mt.gov		

Application for Federal Assistance SF-424

Version 02

***9. Type of Applicant 1: Select Applicant Type:**

A.State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

USDA APHIS

11. Catalog of Federal Domestic Assistance Number:

10-025 _____

CFDA Title:

Plant and Animal Disease, Pest Control & Animal Care _____

***12 Funding Opportunity Number:**

09-9730-0124-CA _____

*Title:

Bison Management in the Montana Greater Yellowstone Area _____

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

The Greater Yellowstone Area and Montana

***15. Descriptive Title of Applicant's Project:**

Bison Management in the Montana Greater Yellowstone Area

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant: MT-00

*b. Program/Project: MT-00

17. Proposed Project:

*a. Start Date: 10/01/2008

*b. End Date: 12/31/2009

18. Estimated Funding (\$):

*a. Federal	_____	65,000
*b. Applicant	_____	
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	65,000

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on _____
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

Yes No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions

Authorized Representative:

Prefix: _____ *First Name: Christian

Middle Name: _____

*Last Name: Mackay

Suffix: _____

*Title: Executive Officer

*Telephone Number: (406) 444-0528

Fax Number: (406) 444-4904

* Email: cmackay@mt.gov

*Signature of Authorized Representative:



*Date Signed: 09/30/09

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.		\$	\$	\$ 725,000.00	\$	\$ 725,000.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 725,000.00	\$ 0.00	\$ 725,000.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total (5)
	(1)	(2)	(3)			
a. Personnel	\$ 230,401.00	\$	\$	\$	\$	\$ 230,401.00
b. Fringe Benefits	93,691.00					93,691.00
c. Travel	9,583.00					9,583.00
d. Equipment	73,000.00					73,000.00
e. Supplies	18,500.00					18,500.00
f. Contractual	165,000.00					165,000.00
g. Construction	0.00					0.00
h. Other	72,500.00					72,500.00
i. Total Direct Charges (sum of 6a-6h)	662,675.00	0.00	0.00	0.00	0.00	662,675.00
j. Indirect Charges	62,325.00					62,325.00
k. TOTALS (sum of 6i and 6j)	\$ 725,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 725,000.00
7. Program Income	\$	\$	\$	\$	\$	0.00

Authorized for Local Reproduction

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

Previous Edition Usable

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8.	\$	\$	\$	\$ 0.00	
9.				0.00	
10.				0.00	
11.				0.00	
12. TOTAL (sum of lines 8-11)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 725,000.00	\$ 181,250.00	\$ 181,250.00	\$ 181,250.00	\$ 181,250.00
14. Non-Federal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$ 725,000.00	\$ 181,250.00	\$ 181,250.00	\$ 181,250.00	\$ 181,250.00
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)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:			22. Indirect Charges:		
23. Remarks:					



WESTERN REGION

TRANSMITTAL – COOPERATIVE AGREEMENT DOCUMENT

Attached documents are related to the following:

Agreement NO. 09-9730-0124-CA [Rev 09-3] Date of Award: 10/01/2008 FY: 2009

Cooperator: Montana Department of Livestock

- Notice of Cooperative Agreement, Standard Form 424 (Application for Assistance), Standard Form 424a (Budget Information), Standard Form 424b (Assurances), Program Narrative/Work Plan/Financial Plan, Pre-Award Cost Approval Letter, Approved Decision Letter, Indirect Cost Agreement, APHIS Form 63 (New Agreements), Lobbying Certification, SF-LLL Disclosure of Lobbying Activities, ADODR Letter, Cooperator Letter, SPOC Letter (if required by State), FFATA –Suppl. Cooperator Info Sheet

Revision: Correct Administrative Error on End Date to read 12/31/09

Start Date: Oct 1, 2008 End Date: Dec 31, 2009
Accounting Code: 952 9730 335 Amount: Program: Bison Operations

Agreement Specialists

- Dave Bartling 970-494-7352
Tania Hepburn 970-494-7356
Lourdes Kramer 970-494-7362

REVISION NO. 09-3
TO THE
NOTICE OF COOPERATIVE AGREEMENT AWARD
BETWEEN THE
MONTANA DEPARTMENT OF LIVESTOCK (COOPERATOR)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
VETERINARY SERVICES (APHIS)

Under the provisions of Article 20, the Cooperator and APHIS hereby mutually agree to revise terms and conditions of the Fiscal Year 2009 Notice of Cooperative Agreement Award 09-9730-0124-CA to conduct Bison Operations.

The following Article is hereby revised:

ARTICLE 20

This Revision corrects an administrative error on the end date of this agreement. The intended end date of this agreement was December 31, 2009 as evidenced by the approved work plan and the revisions to increase based on a 15-month award cycle.

It is further understood by and between the parties that in all other respects, the original terms, conditions and provisions of said Agreement shall remain in full force and effect.

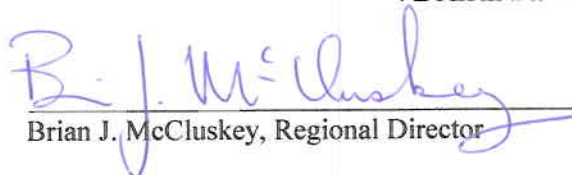
MONTANA DEPARTMENT OF LIVESTOCK



Date

5/26/10

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



Date

JUN 15 2010

Budget Object Class: 2551
Accounting Code: 952 9730 335

Application for Federal Assistance SF-424		Version 02
*1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	*2. Type of Application <input type="checkbox"/> New <input type="checkbox"/> Continuation <input checked="" type="checkbox"/> Revision	* If Revision, select appropriate letter(s) A-Increase Award *Other (Specify) <u>Correct End Date</u>
3. Date Received:		4. Applicant Identifier:
5a. Federal Entity Identifier:		5b. Federal Award Identifier: 09-9730-0124-CA
State Use Only:		
6. Date Received by State:		7. State Application Identifier:
8. APPLICANT INFORMATION:		
*a. Legal Name: Montana Department of Livestock		
*b. Employer/Taxpayer Identification Number (EIN/TIN): 81-0302402		*c. Organizational DUNS: 80-9791049
d. Address:		
*Street 1:	301 N Roberts	
Street 2:	PO Box 202001	
*City:	Helena	
County:	Lewis & Clark	
*State:	Montana	
Province:		
*Country:	USA	
*Zip / Postal Code	59620-2001	
e. Organizational Unit:		
Department Name: Animal Health		Division Name:
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix:	*First Name: George	
Middle Name:	H	
*Last Name:	Harris	
Suffix:		
Title:	Administrator for Centralized Services Division	
Organizational Affiliation:		
*Telephone Number: (406) 444-4994		Fax Number: (406) 444-4904
*Email: gharris@mt.gov		

Application for Federal Assistance SF-424	Version 02
*9. Type of Applicant 1: Select Applicant Type: A.State Government Type of Applicant 2: Select Applicant Type: Type of Applicant 3: Select Applicant Type: *Other (Specify)	
*10 Name of Federal Agency: USDA APHIS	
11. Catalog of Federal Domestic Assistance Number: 10-025 CFDA Title: Plant and Animal Disease, Pest Control & Animal Care	
*12 Funding Opportunity Number: 09-9730-0124-CA *Title: Bison Management in the Montana Greater Yellowstone Area	
13. Competition Identification Number: Title: 	
14. Areas Affected by Project (Cities, Counties, States, etc.): The Greater Yellowstone Area and Montana	
*15. Descriptive Title of Applicant's Project: Bison Management in the Montana Greater Yellowstone Area	

Application for Federal Assistance SF-424

Version 02

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.



Re: Still waiting for an answer on our agreement with conflicting dates.

EOM

Anita S Ridley to: David L Bartling

05/13/2010 01:02 PM

I am calling you on this issue.

David L Bartling/CO/APHIS/USDA



David L
Bartling/CO/APHIS/USDA

05/13/2010 12:27 PM

To Anita S Ridley/MD/APHIS/USDA@USDA

cc

Subject Still waiting for an answer on our agreement with conflicting dates. EOM

1:00 pm

Per Anita R., she discussed with Donna Ford. We should revise and state "administrative" error in the revision to correct the dates as intended in the letters.

Dave

Dave Bartling
Supervisory Agreements Specialist
Western Regional Office
USDA, APHIS, Veterinary Services
Ft. Collins, CO

"Intelligence is not the ability to store information, but to know where to find it." Albert Einstein
(970) 494-7352
(970) 494-7404 Fax