



WESTERN REGION

TRANSMITTAL – COOPERATIVE AGREEMENT DOCUMENT

Attached documents are related to the following:

Agreement NO. 10-9730-0124-CA [cont] Date of Award: 1/1/2010 FY: 2010

Cooperator: Montana Department of Livestock

- Checkboxes for various forms and documents: 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, ADODR Letter, Cooperator Letter, SPOC Letter, FFATA - Suppl. Cooperator Info Sheet.

Revision

Empty rectangular box for revision details.

Start Date: January 1, 2010 End Date: December 31, 2010
Accounting Code: 052 9730 335 Amount: \$525,000 Program: Brucellosis

Agreement Specialists

- Checkboxes for contact information: Dave Bartling, Tania Hepburn, Lourdes Kramer with phone numbers.



April 13, 2010

United States
Department of
Agriculture

Animal and Plant
Health Inspection
Service

Veterinary Services

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

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

Mr. George H. Harris
Montana Department of Livestock
P.O. Box 202001
Helena, MT 59620

Dear Mr. Harris:

Enclosed for your records is the completed, executed document for the Notice of Cooperative Agreement Award #10-9730-0124-CA. This Agreement is for activities relating to conducting the Brucellosis Bison Operation Management program.

This Notice of Cooperative Agreement Award is for Federal Fiscal Year 2010 and is effective January 1, 2010, through December 31, 2010, in the amount of \$525,000.

We have appointed Dr. Thomas F. Linfield, Area Veterinarian in Charge, as the Authorized Departmental Officer's Designated Representative (ADODR) for this Cooperative Agreement. Dr. Linfield can be reached at USDA, APHIS, Veterinary Services: 208 N. Montana Avenue #101, Helena, MT 59601 or at (406) 449-2220.

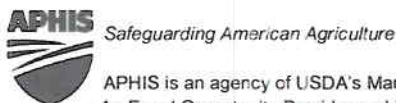
If you have any questions or concerns regarding this Agreement, please refer them to Dr. Linfield.

Sincerely,

Brian J. McCluskey
Director, WR, VS

Enclosure

cc:
ABS, Minneapolis, MN
Dr. Thomas F. Linfield, ADODR, Helena, MT
ITD



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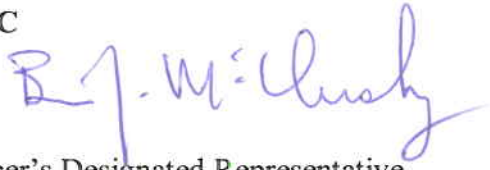
Federal Relay Service
(Voice/TTY/ASCII/Spanish)
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April 13, 2010

MEMORANDUM

TO: Dr. Thomas F. Linfield, AVIC

FROM: Brian J. McCluskey, Director 

SUBJECT: Authorized Departmental Officer's Designated Representative
Continuation of Notice of Award
 Grant No.: 10-9730-0124-CA
 Program: **Brucellosis**
 Cooperator: **Montana Department of Livestock**
 Federal Award Amount: **\$525,000** Cooperator share: **\$0.00**
 Period of Performance: **01/01/10 – 12/31/10**
 Accomplishment Reports Due: **Quarterly**

You are hereby designated as Authorized Departmental Officer's Designated Representative (ADODR) for Agreement No. 10-9730-0124-CA in effect between the **Montana Department of Livestock** and the United States Department of Agriculture, Animal and Plant Health Inspection Service (APHIS).

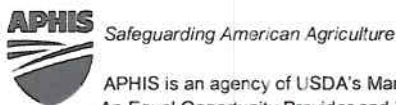
This designation is an APHIS requirement in accordance with the APHIS Agreements Management Manual. You are responsible for the following:

Planning

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

Preaward

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



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work plan(s) and financial plan(s).

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

Award

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

Post Award:

All post award activities are ongoing and can happen simultaneously.

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

Closeout

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

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

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

If you have any questions regarding these responsibilities, your contact is Dave Bartling (970)-494-7352, Tania Hepburn (970)-494-7356, or Lourdes Kramer (970)-494-7362.

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

ARTICLE 1 - PURPOSE

The purpose of this **Agreement** is to provide Federal financial assistance to conduct Bison Operation Management activities that will provide specific information to the Cooperator, APHIS, and other interested parties for the **Brucellosis** surveillance program.

ARTICLE 2 - AUTHORITIES

Under the Animal Health Protection Act, as amended, (7 USC §§ 8401 et. seq.) (AHPA), the Secretary of Agriculture is authorized to issue regulations and orders and to carry out operations and measures to prevent, detect, control, and eradicate diseases and pests of livestock and to cooperate with other Federal agencies, States or political subdivisions of States, national governments of foreign countries, local governments of foreign countries, domestic or international organizations, domestic or international associations, Indian tribes and other persons to carry out the purposes of the AHPA.

Pursuant to 7 USC § 2279g, notwithstanding Chapter 63 of Title 31, 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. The Cooperator's representative designated as required in Article 4.a shall certify and submit to APHIS' authorized representative **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. They are due:

First Quarter: April 30, 2010 *(for the period 1/1/10 through 3/31/10)*

Second Quarter: July 30, 2010 *(for the period 4/1/10 through 6/30/10)*

Third Quarter: October 30, 2010 *(for the period 7/1/10 through 9/30/10)*

Final: No later than 90 days after the Grant expires or terminates.

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' designated representative properly certified **quarterly/semiannual** Federal Financial Reports (FFR). They are due:

First Quarter: April 30, 2010 *(for the period 1/1/10 through 3/31/10)*

Second Quarter: July 30, 2010 *(for the period 4/1/10 through 6/30/10)*

Third Quarter: October 30, 2010 *(for the period 7/1/10 through 9/30/10)*

Final: No later than 90 days after the Grant expires or terminates.

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), including failure to comply with project objectives, the terms and conditions of the award, and Federal reporting requirements; if the Cooperator or a sub-recipient is delinquent on debt to the United States, or such other conditions outlined in the cited regulations.

j. Comply with 7 CFR 3017, Subpart C to ensure that any subrecipients that carry out the provisions of this **Agreement** are not debarred or suspended. Subrecipients are required to disclose if they, or any of their principals, are presently excluded or disqualified.

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

l. Comply with and enforce the requirements in 7 CFR 3018.110 (d) (1) and (2) for completion of the Certification Regarding Lobbying and the SF-LLL, Disclosure of Lobbying Activities. Such certifications and disclosures apply to the Cooperator and any subgrants and subcontracts exceeding \$100,000.

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

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

o. When transmit frequency determining devices (transmitters) are owned by the Federal Government, the Federal Government will have responsibility for frequency support (frequency authorizations for

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

p. Maintain an inventory control system of property purchased by the **Cooperator** in whole or in part with Federal funds as required in the Section entitled "Equipment" of 7 CFR 3016.32. Cooperators shall conduct a physical inventory at least every two years and make available, as requested, the required records for review by APHIS. A copy of the reconciled final inventory report will be provided to APHIS as stated in Article 9 of this Agreement.

q. Provide an annual inventory report of any Federally-owned or Federally-leased equipment on loan to the Cooperator to include a description, manufacturer model and serial number, acquisition date and cost. A disposition request shall be made to APHIS when the property is no longer needed.

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

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

t. 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.

u. Pursuant to 31 USC 3706 and 7 CFR 3.10 to 7 CFR 3.21, 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.

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

w. Unless otherwise specified in the Work Plan, provide vehicles and other equipment for its employee(s) while performing the activities outlined in the Work Plan.

x. Comply with the Executive Order entitled "Federal Leadership on Reducing Text Messaging While Driving" signed by President Barack Obama on October 1, 2009, by prohibiting **Cooperator** employees, recipients, subrecipients, contractors, and subcontractors from texting while driving on official business and/or in Federally-owned, rented, or leased vehicles (collectively government owned vehicles) or privately owned vehicles when on official Government business or when performing any work for or on behalf of or in cooperation with the Federal government.

Further, APHIS encourages the **Cooperator** to implement--and to encourage its recipients, sub-recipients, contractors, and subcontractors, to implement--new rules and programs, and re-evaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for its employees about the safety risks associated with texting while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

For purposes of this requirement, the following definitions apply:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

ARTICLE 5 – APHIS RESPONSIBILITIES

APHIS agrees to/that:

a. Designate in writing to the **Cooperator** APHIS' Authorized Departmental Officer's Designated Representative (ADODR) who shall be responsible for collaboratively administering the activities conducted under this **Agreement**.

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

c. Make advance payments, if requested by the **Cooperator**, monthly and upon receipt of a properly certified Request for Advance or Reimbursement, SF270.

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

e. 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 – UNEMPLOYMENT COMPENSATION

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

ARTICLE 7 – CONGRESSIONAL RESTRICTION

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

ARTICLE 8 – APPLICABLE REGULATIONS

As a condition of this award, the **Cooperator** agrees to comply and require subrecipients to comply with the requirements contained in the United States Department of Agriculture's "Uniform Federal Assistance Regulations", 7 CFR 3015; "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 7 CFR 3016; and/or "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations", 7 CFR 3019; in addition to "Governmentwide Debarment and Suspension (Non-Procurement)", 7 CFR 3017; "Governmentwide Requirements for Drug-Free Workplace", 7 CFR 3021; "New Restrictions on Lobbying", 7 CFR 3018; and Office of Management and Budget regulations governing "Controlling Paperwork Burdens on the Public", 5 CFR 1320.

ARTICLE 9 – TITLE TO EQUIPMENT

APHIS reserves the right to transfer title to any equipment purchased partially or fully by the **Cooperator** under this **Agreement** with Federal funds within 120 days after the end of the Federal support of the project for which it was acquired. Upon transfer of title, the **Cooperator** will be entitled to compensation equal to its percentage of participation in the purchase of the equipment in the year purchased, applied to the fair market value in the year title is transferred.

ARTICLE 10 – PATENTS AND INVENTIONS

The **Cooperator** has the explicit duty of notifying APHIS' authorized representative, in writing, prior to the time of application for any patent or invention which is paid for in any manner or any percentage of funds provided by APHIS. This duty is not limited to the period during the **Agreement**, but may arise at any time during or subsequent to the **Agreement**. APHIS reserves to itself a royalty-free, nonexclusive, and irrevocable right to use and authorize others to use the product or invention produced under this **Agreement** for Government purposes.

APHIS also retains the ability to force utilization of the patented invention by designating licenses in any field of use where the patentee has failed to act with reasonable diligence.

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

ARTICLE 11 – COPYRIGHTS

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

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

ARTICLE 12 – PUBLICATIONS AND AUDIOVISUALS

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

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

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

ARTICLE 13 – 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 14 – BUY AMERICAN ACT

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

ARTICLE 15 – FUNDING PERIOD OBLIGATIONS AND EXTENSIONS

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

ARTICLE 16 – NON-DISCRIMINATION CLAUSE

No person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in programs or activities funded in whole or in part by the United States Department of Agriculture based on race, color, national origin, age, disability, and, where applicable, sex, religion or political beliefs. 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 17 – 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 18 – 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":

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

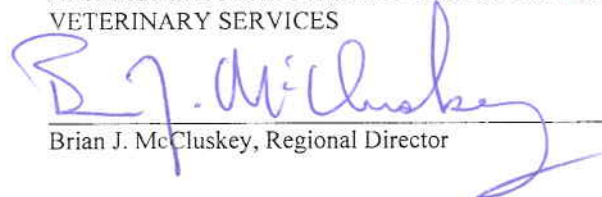
ARTICLE 19 – FUNDING/EFFECTIVE PERIOD, REVISIONS, AND TERMINATION

The Federal award for this Agreement is in the amount of \$525,000 and the Cooperator's share is \$0 for a total project cost of \$525,000. These contributions establish a cost share ratio which shall be attained for the funding period except to the extent that there are cost overruns. Cost overruns will be the sole responsibility of the Cooperator, unless additional funding is secured from APHIS prior to the expiration of the funding period. In the event that project costs are less than projected, each party will realize a percentage of the savings to be distributed based on the established ratio. This Agreement shall become effective January 1, 2010, and shall continue through December 31, 2010, 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

 4/7/10
 Christian Mackay, Executive Director Date

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

 APR 13 2010
 Brian J. McCluskey, Regional Director Date

Budget Object Class: 2551
 Accounting Code: 052 9730 335
 Federal Amount: \$525,000

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 * If Revision, select appropriate letter(s) <input checked="" type="checkbox"/> New <input checked="" type="checkbox"/> Continuation *Other (Specify) _____ <input type="checkbox"/> Revision	
3. Date Received:	4. Applicant Identifier:	
5a. Federal Entity Identifier:	*5b. Federal Award Identifier: 10-9730-0124-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 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: <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:**

10-9730-0124-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: 01/01/2010	*b. End Date: 12/31/2010	
18. Estimated Funding (\$):		
*a. Federal	_____	525,000
*b. Applicant	_____	
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	525,000
*19. Is Application Subject to Review By State Under Executive Order 12372 Process?		
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____		
<input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.		
<input checked="" type="checkbox"/> c. Program is not covered by E. O. 12372		
*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)		
<input checked="" type="checkbox"/> ** 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: <u>Christian</u>	
Middle Name: _____		
*Last Name: <u>Mackay</u>		
Suffix: _____		
*Title: Executive Director		
*Telephone Number: (406) 444-0528	Fax Number: (406) 444-4904	
* Email: cmackay@mt.gov		
*Signature of Authorized Representative: 	*Date Signed: 3/19/2010	

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.

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.		\$	\$	\$ 525,000.00	\$	\$ 525,000.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 525,000.00	\$ 0.00	\$ 525,000.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total (5)
	(1)	(2)	(3)			
a. Personnel	\$ 208,831.00	\$	\$	\$	\$ 208,831.00	
b. Fringe Benefits	83,281.00				83,281.00	
c. Travel	12,119.00				12,119.00	
d. Equipment					0.00	
e. Supplies	17,500.00				17,500.00	
f. Contractual	110,733.00				110,733.00	
g. Construction					0.00	
h. Other	20,384.00				20,384.00	
i. Total Direct Charges (sum of 6a-6h)	452,848.00	0.00	0.00	0.00	452,848.00	
j. Indirect Charges	72,152.00				72,152.00	
k. TOTALS (sum of 6i and 6j)	\$ 525,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 525,000.00	
7. Program Income	\$	\$	\$	\$	\$ 0.00	

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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	\$ 0.00
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 525,000.00	\$ 131,250.00	\$ 131,250.00	\$ 131,250.00	\$ 131,250.00
14. Non-Federal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$ 525,000.00	\$ 131,250.00	\$ 131,250.00	\$ 131,250.00	\$ 131,250.00
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	\$ 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.

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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 Director
APPLICANT ORGANIZATION Montana Department of Livestock	DATE SUBMITTED March 19, 2010

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

**MONTANA DEPARTMENT OF LIVESTOCK
BISON OPERATIONS
COOPERATIVE AGREEMENT #
FY10 WORK PLAN**
(Cooperative Agreement Term: January 1, 2010 – December 31, 2010)

BISON OPERATIONS COOPERATIVE AGREEMENT

GOALS:

- ❖ Reduce the risk of transmission of brucellosis from bison to cattle;
- ❖ Maintain marketability of Montana's livestock
- ❖ 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 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
- Manage bison in accordance with population target for whole bison herd
- Evaluate the disappearance of fetal material in each of the management areas
- Evaluate the results of telemetric monitoring of sero-negative pregnant females in the Northern Management Area
- Evaluate the development of a safe and effective remote vaccine delivery mechanism
- Eliminate brucellosis-related risks to public health from wildlife
- Eliminate the potential transmission of *Brucella abortus* among elk, bison, and livestock
- Coordinate brucellosis-related management activities
- Coordinate brucellosis-related research activities
- Enhance risk mitigation efforts to prevent transmission of brucellosis from wild ungulates to livestock

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Reviewed 03/02/2010 by Clarke, Ryan

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DISCUSSION:

The Montana Department of Livestock (MDOL) is working diligently to prevent transmission of *Brucella abortus* from brucellosis infected bison to livestock in the Montana Greater Yellowstone area (GYA). The Bison Operations Cooperative Agreement allows the MDOL to implement the Interagency Bison Management Plan (IBMP) and to prevent further 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 herding bison back into the park, capturing and testing bison, or if necessary lethal removal of bison.

The IBMP partners have continued to work on providing habitat for 25 (up to 100) sero-negative bison on Forest Service property on Cutler Meadows north of the park. Montana Department of Fish and Parks is proceeding with this action consistent with the Montana Environmental Policy Act (MEPA). The Royal Teton Ranch (RTR) Implementation "checklist" is attached. With cattle no longer grazing on RTR, the implementation of remote vaccination of bison remains the last requirement of the Interagency Bison Management Plan Record of Decision of 2000 before the plan advances to Step III in the Northern Management Area.

Daily monitoring of bison movements will continue at the Western and Northern Management Areas.

For Montana to maintain marketability of livestock it is imperative that that brucellosis infected bison moving from the YNP area do not spread the disease to Montana's livestock, creating additional cases. 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 (MDOL) staff assembles and maintains a capture facility on private property near Duck Creek in the western boundary area of YNP. In addition, if necessary, MDOL 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 MDOL staff must reclaim the area after the capture facility removal. The capture facility(s) operation involves frequent observation and may need 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, and services to moderate IBMP meetings. MDOL 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 Department 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:

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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 provides services in the capacity of Designated Brucellosis Epidemiologist, and 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 (MDOL and FWP), and the Department of Interior-National Park Service, to describe the agency commitments toward managing bison in the Greater Yellowstone Area (GYA). The long-range management plan describes an adaptive management process that depends upon several monitoring and research projects to guide a progressive management program. Contracted services are primarily for veterinary services, security, consulting services, legal services, lab testing, printing and other costs.

Specifically, some of these services provide:

- Rental of equipment for snow plowing one and a half miles of forest service road leading into the Horse Butte facility and for snow removal in and around the capture facility(s).
- 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 serve as the Designated Brucellosis Epidemiologist and review herd plans for herds that may have animals testing as suspects or reactors for brucellosis.
- 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 MDOL 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 MDOL'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.

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Communications:

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

Travel:

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

Rent:

Air operations to assist in herding 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 24.7 % of total personnel services budget. These costs are for indirect staff time for budgeting, accounting, administrative, and executive oversight of the entire cooperative agreement.

Other Miscellaneous costs:

Other costs are for miscellaneous items in implementing the IBMP. Slaughter costs, education and training, subscriptions and research material, public relations materials, freight, position recruiting.



PERSONNEL		
	TOTAL PERSONNEL	\$ 292,112
OPERATIONS		
TRAVEL	\$	12,119
SUPPLIES	\$	17,500
CONTRACT SERV	\$	110,733
COMMUNICATIONS	\$	4,375
RENT	\$	8,750
UTILITIES	\$	1,750
REPAIR & MAINT	\$	4,375
EQUIPMENT		
OTHER	\$	1,134
	TOTAL OPS	\$ 160,736
	INDIRECT	\$ 72,152
	TOTAL BUDGET	\$ 525,000

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 Reviewed 03/02/2010 by Clarke, Ryan

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 4/8/10

RTR IMPLEMENTATION CHECK LIST

FWP
11/23/09

◆ Fences and Infrastructure

- Fence tested (electric) prior to bison arrival. Second and top wire are electrified. Fence inspected prior to bison arrival.
- Fence dropped or partially dropped **when not in use**.
- Warning signs included.
- Fence Monitored throughout the season for vandalism and working order.

◆ RTR Communication Strategy

- Develop call list for RTR response.
- Meet with RTR representative to go over the list individual agency responsibilities. Property damage and public safety list is FWP
 - Jim Miller (406) 223-3918
 - Joe Knarr (406) 994-7019, (406) 581-4277
 - Sam Sheppard (406) 994-3540, (406) 581-2462
- IBMP hazing management list DOL
 - Jeff Mount
 - Rob Tierney
 - Mark Anderson
 - Shane Grube

◆ Law Enforcement meet with Park County, MHP

- Staff meeting to discuss civil disruption procedures.
- Follow protocol set up on the West Yellowstone side.
- Meet with Park County Sheriff's Office, Park County Attorney, Montana Highway Patrol, YNP, USFS, and FWP, Gallatin
- mid December meeting (Rob Tierney will organize this meeting)

◆ Stephen's Creek Trap Operational

- Stephen's Creek will be the capture facility for RTR implementation

◆ Herd Component

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- No adult bulls. Adult female with or without calves/yearlings at heel or young bulls. All attempts will be made to keep mothers with calves. Yearlings will be allowed in cow/calf pairs .
- Young bull is defined as a bull bison that is two years of age or less
- Young bull is defined as a bull bison that is three years of age or less with an emphasis on social cohort make up.

◆ Collared, Vaginal Implants

- All adult females and young bull bison released into RTR will need to be collared. Calves and yearlings will be fitted with an electronic ear tag. These will be purchased by DOL along with a reader.
- All bison will be returned to Stephen's Creek in the spring for testing and collar removal.
- Collars at FWP are black with with a white background different tape color combinations to delineate frequencies.
- All bison will be fitted with a brown metal ear tag provided by YNP to track success and sero-conversion over time.
- Most Collars are radio collars.
- YNP has roughly 6 GPS collars that will be used to track and collect movement information.
- Photo's of collars for field staff, identification purposes.
- Vaginal implants are on hand (USDA APHIS). Vaginal implants will be placed in all pregnant females.
- Vaginal implants will be removed at Stephen's Creek prior to return to YNP.

◆ Release Strategies

- Preference would be to have a large enough group to require only one Stephen's Creek capture operation to create the RTR cohort.
 - Dependent upon real time conditions around Stephen's Creek Trap.
 - How many bison make up the test group in Stephen's Creek.
 - Are there more bison on hand or migrating to the area also.
 - All available options for movement and strategic hazing will be utilized as necessary for a safe and successful transition from Stephen's Creek to Cutler Meadows.
 - **Scenario #1:** (Preferred strategy YNP) Soft release with limited additional push. Cohort open gates soft release with a directional haze component . Walk them through the boundary into the RTR and let them go. Monitor movement through transition area to Cuttler Meadows. Desired outcome is bison transition from the bottom, up the slope, to meadows use area.

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- Patrol YNP boundary behind test cohort to ensure no backside comingling.
 - **Scenario #2:** Soft release with passable directional hazing north past the transition zone past Cinnebar basin road in RTR and let them go or walk them up into the meadows use area. (DOL preferred alternative).
 - **Scenario #3:** Truck cohort from Stephen's Creek through transition area to northern use area. This option would eliminate some of the concerns with scent trailing of other bison to the project area. Technical Committee fully understands the downside to this option. Down side of trucking is that there are implications for trucking bison to resolve other management conflicts. Trucking bison back in to the park does not resolve problems of managing boundary area abundance and may exacerbate the issues of protecting migratory behavior while preventing dispersal to areas outside of the conservation area. Any trucking option should be considered a last resort measure.
 - Do not want them to camp out on the country road in the corridor. The lane effect of the fencing makes this a reality; especially since highly productive habitat patches are excluded from use by bison along the path they must travel to find Cutler Meadow.
 - Do not want them to linger or reside for long periods in the transition corridor or near RTR headquarters. Exclusion fences on all private property (Judy Jensen) need to be addressed in all hazing/release scenario's.
 - Partners will contact and address horse security needs on Jensen property prior to release operations.
 - Ultimate release scenario and strategy will be dependant upon current conditions relating to numbers and proximity of bison in and around the Gardiner Basin.
- ◆ **Monitoring**
 - ◆ Goal is to have two firm count sightings a week on these animals by DOL, with the caveat of requesting assistance if we can't get it done. A plane count of the animals would meet these expectations. Twice a week is a benchmark or a goal. Also, by monitoring Zone 3 as a measure of success.
 - All agencies have committed to assist with monitoring. Need confirmation to what extent and resources are available from other agencies to assist with telemetry and monitoring. DOL will make the request to YNP for help and assistance in monitoring.
 - Daily monitoring during the season, page 26 of agreement.
 - Adaptive monitoring strategy, based on location and field circumstances.
 - Partners have committed to utilize available wildlife flight monitoring in the Gardiner area to assist with bison monitoring.
 - Suggestion has been made to have a central record-keeping repository for daily observation reports. There was some discussion that it might be possible to utilize DOL fax number as a central point. (406) 444-1929.

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- Each agency will be responsible for getting the information to the DOL repository. (Potential of using YNP com center for part of it).
 - The Partners will create a written form that works for all monitoring needs.
Brian Helms, Jim Miller, Jeff Mount
 - D.O.L has the option of putting up a plane to address concerns of not knowing location of all or a portion of the cohort at any given time as necessary.
- ◆ Breach Protocol
 - All partners notified. Whatever agency is first to know will immediately notify all primary partners. Partners have a call out list associated with the monitoring. Any river breach public/personnel safety is the priority. . Private landowner contacts need to have been made prior to season to get advanced hazing permission.
 - The preferred course action would be to return the RTR Cohort to Zone 2; there may instances and circumstances that dictate other management actions. If circumstances allow bison may be hazed back to Zone 1 or Zone 2. The management actions may include lethal removal and are ultimately at the discretion of the Montana State Veterinarian.
 - Establish trigger points that would result in intensive monitoring and discussion/actions related to management actions. Prior to a potential breach event, strategic - hazing may be initiated depending on bison behavior.
- ◆ Loss of Test Animals
 - Loss of a few animals in the cohort. Suggestion is that we move forward with the project without adding more animals. (IBMP Partners will address decisions on study group). This will depend upon the numbers lost.
 - Catastrophic loss of the cohort. In case of major breaches, lethal removal, accident or return to other areas such as YNP or Eagle Creek area. (IBMP Partners will address decisions on study group).
- ◆ Spring Return to YNP by a target date of April 15.
 - Utilize strategic soft hazing to move bison south through the corridor to Stephen's Creek facility for removal of collars, tags, implants and further testing. Release back into YNP.
- ◆ Public Safety and Property Damage
 - FWP is the lead agency on matters related to Public Safety and Property Damage.
 - FWP will provide a list of emergency contact phone numbers to the RTR and Park County Sheriff's Office to address public safety and property damage concerns.
- ◆ Birthing Material Protocol
 - In the case of a birth or abortion event, first to know will contact USDA APHIS.

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- USDA APHIS will attempt to collect samples from event site.

◆ Lethal Removal Protocol

- Lethal removal will be conducted in a manner consistent with the IBMP.
- Lethal removal will be avoided on the RTR private lands if at all possible.
- All attempts will be made to salvage the bison, which have been lethally removed.

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United States
Department of
Agriculture

Food Safety
and Inspection
Service

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

DEC 18 2009

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

Dear Mr. Mackay:

Enclosed is an Indirect Cost Negotiation Agreement (ICNA) which establishes a provisional indirect cost rate for State Fiscal Year (SFY) 2010 for use by your department in claims for indirect costs on grants, cooperative agreements, and contracts with the Federal Government. Please have the original signed, make a copy for your records, and return the original to the following address:

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

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 submitting indirect cost proposals are contained in another enclosure.

If you have any questions or comments, please contact Larry Davis at (301) 344-0746.

Sincerely,

Jack Goldberg, Chief
Financial Reviews and Analysis Branch
Financial Management Division

Enclosures

INDIRECT COST NEGOTIATION AGREEMENT
FOR STATE DEPARTMENT/AGENCY

DATE: December 18, 2009

INSTITUTION:
Montana Department of Livestock
301 North Roberts Road
Helena, MT 59620

FILING REF: The preceding
Negotiation Agreement is
dated: October 24, 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

<u>TYPE</u>	<u>EFFECTIVE PERIOD</u>		<u>RATE</u>	<u>LOCATIONS</u>	<u>APPLICABLE</u>
	<u>FROM</u>	<u>TO</u>			<u>TO</u>
Provisional	July 1, 2009 - June 30, 2010		24.70%	All	All Programs
Provisional	July 1, 2010 – Until Amended		24.70%	All	All Programs

Base: Direct Personal Services (salaries and wages plus standard fringe benefits), excluding per diem.

Treatment of Fringe Benefits: Fringe benefits are identified with their related salaries and wages and are classified the same as those salaries and wages.

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, 2009, will be due NLT December 31, 2009.

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:

Jack Goldberg, Chief
Financial Reviews and Analysis Branch
USDA/FSIS/Financial Management Division
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.

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



Signature

CHRISTIAN MACKAY

Name

Executive Officer

Title

1/18/10

Date



Signature

Jack Goldberg

Name

Chief, Financial Reviews & Analysis Branch

Title

12-18-09

Date

Food Safety and Inspection Service
OM/OCFO Financial Management Division
Financial Reviews and Analysis Branch

Negotiated By

(301) 344-0752

Telephone

MONTANA DEPARTMENT OF LIVESTOCK
COMPUTATION OF PROVISIONAL INDIRECT COST RATE
FOR FISCAL YEAR ENDING JUNE 30, 2010

<u>Allowable Indirect Costs:</u>	
1. Departmental - Unaudited SFY 2008	\$1,338,132
2. Unbilled State Central Services - Fixed SFY 2008	<u>41,034</u>
3. Total Estimated Indirect Costs - SFY 2010	<u>\$1,379,166</u>
4. Estimated SFY 2010 Direct Personal Services Base (Unaudited SFY 08)	<u>\$5,583,381</u>
5. Provisional Indirect Cost Rate - SFY 2010 (C3/C4)	<u>24.70%</u>

Print Settings:

Portrait: LM = 1; TM = .5

Columns A = 2.14; B = 1.86; F & H = 3 ; C = 15 ; D = 22.14; E & G = 10; I = 11.

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

MONTANA DEPARTMENT OF LIVESTOCK

10-9730-0124 CA

Organization Name

PR/Award Number or Project Name

CHRISTIAN MACKAY EXECUTIVE OFFICER

Name and Title of Authorized Representative



03/19/2010

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 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 YEL CFDA Number, if applicable: 10-025	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ 525,000	
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: <u>Christian Mackay</u> Title: <u>Executive Director</u> Telephone No.: <u>(406) 444-0528</u> Date: <u>03/19/2010</u>	
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: 10-9730-0124-CA	
Parent DUNS Number: 80-9791049	Primary Performance Street Address: 301 N. 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:			



STATE OF MONTANA

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

HELENA, MONTANA 59620-2001

Authorized Departmental Officer
USDA, Animal and Plant Health Inspection Service
Veterinary Services
2150 Centre Avenue, Building B
Fort Collins, CO 80526

March 11, 2010

Dear Dr. McCluskey,

Your concurrence is requested to allow pre-award costs for the Bison Operations program for Fiscal Year 2010 in an amount no greater than 25% of this years' Cooperative Agreement amount. It is necessary to incur Pre-Award Costs to 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. Office of Management and Budget Circular A-87 Attachment B, Section 31, defines pre-award costs as those costs incurred prior to the effective date of the award, which are necessary and allowable only to the extent that they would have been allowable if incurred after the date of the award and only with the written approval of the awarding agency. Attached is a breakdown of our projected expenditures during the Pre-Award period.

I understand that Pre-Award costs will be paid contingent upon the passage by Congress of an appropriation from which expenditures may be legally met, and a formal Cooperative Agreement being submitted and approved. I further understand the ensuing Agreement may be reduced or terminated if Congress fails to appropriate funds, or only provides APHIS funds for a finite period under a Continuing Resolution.

I request that Pre-Award Costs be permitted beginning January 1, 2010, subject to continuation in writing, if necessary, by mutual agreement of the parties.

I agree to manage the Bison Operations program funded by Federal money in accordance with Title 7 Code of Federal Regulations, Part 3016; the associated Office of Management and Budget (OMB) Circular governing costs allowed; and all other applicable laws, regulations, and guidelines.

Sincerely,

Christian Mackay
Executive Officer
Montana Department of Livestock
Date: 3-12-10

Concurrences:
ADODR Date: 3-12-10
Regional EPI Date: 3/22/10
Regional Cooperative Agreement Specialist Date: 3/16/2010

Cc: ADO
ADODR
MRPBS, FMD, ASC
Dr. Martin Zaluski, State Veterinarian

Brian J. McCluskey
Director, WR, VS
MAR 25 2010

PRE-AWARD COSTS

Salaries (<i>List numbers by types of position</i>):	\$52,840.50
Veterinarian - \$5,124.50	
Bison Specialists - \$45,055	
Administrative Assistant - \$858	
Public Information Officer - \$1803	
Benefits : \$20,187.50	
Contracted Services: \$27,683.25	
Travel : \$3,029.75	
Communication: \$1,093.75	
Supplies : \$4,375	
Rent : \$2,187.50	
Utilities: \$437.50	
Other: \$283.50	
Repair & Maint.: \$1,093.75	
Indirect Costs: \$18,038	
	Total Pre-Award Project Costs: \$131,250

**DECISION MEMO FOR OUTGOING FUNDS
FISCAL YEAR 2010 PENDING AWARDS**

Agreement NO.: (if assigned) and type: 10-9730-0124-CA

Cooperator Name: **State of Montana, Department of Livestock
Bison Operations**

Funding Level: **\$525,000.00**

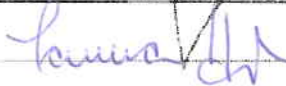
Answer the following questions for new and continued agreements and for agreements that are revised to increase the funding level. This template pertains to agreements under which funds are transferred out of APHIS including cooperative agreements, grants, and interagency agreements with non-USDA agencies. Delete any information in red when completing the form.

1. What is the purpose of the agreement? This cooperative agreement will reduce the risk of transmission of brucellosis from bison to cattle; maintain the marketability of Montana livestock; preserve the viability of wild bison population; and protect animal and human health by preventing further introduction of brucellosis.
2. How does the purpose/agreement align with the agency's and Secretary's priorities? (Refer to VS and USDA goals by number i.e., VS Goal 1, USDA Goal 6.) Veterinary Services Goals #1, #2, #3, #4 and #5 - also USDA Goal #1 and #2.
3. How is the agreement accomplishing its activities to achieve the results as stated in the agreement? The cooperative agreement funding will allow the Montana Department of Livestock to work to prevent transmission of *Brucella abortus* from brucellosis infected bison to livestock in the Greater Yellowstone area; allows the implementation of the Interagency Bison Management plan; and prevents the further introduction of brucellosis into the State of Montana due to infected bison from Yellowstone National Park.
4. Is the same amount of funding needed this year as last year to accomplish the goals in the agreement? (Describe how you arrived at this conclusion?) Yes - We have worked closely with the MDOL, APHIS-VS, the livestock industry and producers in Montana. Ongoing work is required to prevent the further introduction and spread of brucellosis. (Funds reduced from \$660,000 in FY2009 to \$525,000 plus \$75,000 for bison hauling in FY10)
5. What performance information do you use to track accomplishments? Quarterly Reports, meetings with State Veterinarian. Additional meeting with the State Veterinarian - and staff when necessary.


SIGNATURES:

Submitting officials:

ADODR: 

Agreements Specialist: 

Approving official:

Deputy Administrator (or designee): 

MAR 26 2010

Upon final signature, provide a copy of this approval to your agreements specialist for inclusion in the official file and the APHIS Cost Management System.



WESTERN REGION

TRANSMITTAL – COOPERATIVE AGREEMENT DOCUMENT

Attached documents are related to the following:

Agreement NO. 10-9730-0124-CA [Rev 10-1] Date of Award: 1/1/2010 FY: 2010

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 To Adjust Budget (no change in scope)

Start Date: January 1, 2010 End Date: December 31, 2010
Accounting Code: 052 9730 335 Amount: \$525,000 Program: Brucellosis

Agreement Specialists

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

REVISION NO. 10-1
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 19, the Cooperator and APHIS hereby mutually agree to revise terms and conditions of the Fiscal Year 2010 Notice of Cooperative Agreement Award 10-9730-0124-CA to conduct the Bison Management activities for the Brucellosis surveillance Program.

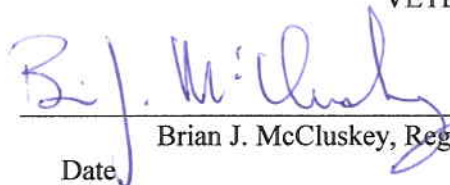
The purpose of this Revision is to adjust the budget amounts reflected on the SF424a. The revision does not change the original scope of the Agreement.

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

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


Date

DEC 22 2010

Brian J. McCluskey, Regional Director

BOC: 2551
Acct Code: 052 9730 335

Application for Federal Assistance SF-424		Version 02
*1. Type of Submission: <input type="checkbox"/> Preapplication <input type="checkbox"/> Application <input checked="" 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) *Other (Specify) <u>Reallocation to budgetary authority</u>
3. Date Received:		4. Applicant Identifier:
5a. Federal Entity Identifier:		*5b. Federal Award Identifier: 10-9730-0124-CA [Rev #1]
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 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:**

10-9730-0124-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: 01/01/2010

*b. End Date: 12/31/2010

18. Estimated Funding (\$):

*a. Federal	_____	525,000
*b. Applicant	_____	
*c. State	_____	
*d. Local	_____	
*e. Other	_____	
*f. Program Income	_____	
*g. TOTAL	_____	525,000

***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: 12/20/2010

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.

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.		\$	\$	\$ 525,000.00	\$	\$ 525,000.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 525,000.00	\$ 0.00	\$ 525,000.00
SECTION B - BUDGET CATEGORIES						
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					Total (5)
	(1)	(2)	(3)			
a. Personnel	\$ 154,984.00	\$	\$	\$	\$	\$ 154,984.00
b. Fringe Benefits	58,225.00					58,225.00
c. Travel	7,882.00					7,882.00
d. Equipment	20,000.00					20,000.00
e. Supplies	29,245.00					29,245.00
f. Contractual	124,558.00					124,558.00
g. Construction						0.00
h. Other	78,678.00					78,678.00
i. Total Direct Charges (sum of 6a-6h)	473,572.00		0.00	0.00	0.00	473,572.00
j. Indirect Charges	51,428.00					51,428.00
k. TOTALS (sum of 6i and 6j)	\$ 525,000.00	\$	\$ 0.00	\$ 0.00	\$ 0.00	\$ 525,000.00
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	\$ 525,000.00	\$ 131,250.00	\$ 131,250.00	\$ 131,250.00	\$ 131,250.00
14. Non-Federal	0.00				
15. TOTAL (sum of lines 13 and 14)	\$ 525,000.00	\$ 131,250.00	\$ 131,250.00	\$ 131,250.00	\$ 131,250.00

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:	

MONTANA DEPARTMENT OF LIVESTOCK

BUDGET YR LAPSED 100%

PAYROLL PERIODS COMPLETED 100%

Bison FED CA
As of December 14, 2010
Projected to December 31, 2010
Federal Fiscal Year 2010

Animal Health Division
Program 04
FTE 5.00
Dr. Martin Zaluski

EXPENSES

	<u>BUDGETED</u>	<u>EXPENDITURE</u>	<u>BALANCE</u>	<u>Committed</u>		
61000 PERSONAL SERVICES					Allocate out	
61100 Salaries	\$154,984	\$151,468	\$3,516	98%		\$53,847
61400 Employee Benefits	\$58,225	\$56,741	\$1,484	97%		\$25,056
TOTAL PERSONAL SERVICES	\$213,209	\$208,210	\$5,000	98%		\$78,903
62000 OPERATIONS					Allocate in	
62100 Contract Services	\$124,558	\$123,851	\$707	99%		\$13,825
62200 Supplies and Materials	\$29,245	\$25,768	\$3,477	88%		\$11,745
62400 Travel	\$7,882	\$6,597	\$1,285	0%		(\$4,237)
Others	\$78,678	\$78,027	\$651	99%		\$58,294
62300 Communications	\$0	\$3,954				
62500 Rent	\$0	\$60,694				
62600 Utilities	\$0	\$0				
62700 Repair and Maintenance	\$0	\$9,356				
62800 Other Expenses	\$0	\$4,023				
Indirect Cost						
62889 Indirect Cost	\$51,428	\$51,428	\$0	100%		(\$20,724)
TOTAL OPERATIONAL COSTS	\$291,791	\$285,670	\$6,121	98%		
63000 EQUIPMENT						
63000 Equipment	\$20,000	\$20,000	\$0	0%		\$20,000
Total Bison FED CA Budget	\$525,000	\$513,880	\$11,121	98%		
FUNDING						
03427 Bison Trap Fund	\$525,000	\$513,880	\$11,120	98%		
Total Bison FED CA Budget						

Notes: This analysis projects that \$78,903 can be moved from personal services to operational categories to meet projected budget needs through December 31, 2010. Analysis of operational cost needs include the following projected cost in contracted services; 1) \$3,000 for facility rent, 2) \$7,682.48 to meet the remaining contractual obligation with FWP for the game warden. Other operational costs including supplies, travel, communications, rent, utilities, repair and maintenance, and other expenses, were projected through the federal fiscal year end based upon the amount of expenditures for the month of December. Indirect costs were reduced to \$51,428 when the personal services were adjusted to cover operational costs. All of the indirect costs will be expended. All of these adjustments in this analysis would leave \$20,000 for equipment purchases (two flatbeds) by the end of the federal fiscal year December 31, 2010. This leaves very little margin for error for unexpected expenses.

DEPARTMENT OF LIVESTOCK

BRIAN SCHWEITZER, GOVERNOR

PO BOX 202001

STATE OF MONTANA

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

HELENA, MONTANA 59620-2001

December 20, 2010

Dr. Thomas Linfield
USDA/APHIS
208 North Montana, Suite 101
Helena, Montana 59601

RE: Bison 10-9730-0124-CA Federal Fiscal Year 2010

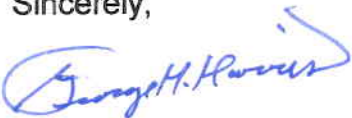
Dear Dr. Linfield:

For the Brucellosis Bison Operation Management program Cooperative Agreement #10-9730-0124-CA, we need to request a reallocation to budgetary authority from personal services to operations and equipment for the federal fiscal year 2010, January 1, 2010 to December 31, 2010. The overall award amount remains the same, \$525,000.

Our proposal is to reallocate \$78,903 budgetary authority out of personal services. We need to allocate \$58,903 to operations and \$20,000.00 to equipment. Our intent is to cover all the operation expenses to the end of federal fiscal year 2010 and purchase some equipment.

If you have any concerns or questions, please contact me at (406)444-4994.

Sincerely,



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

Call Montana Livestock Crimestoppers 800-503-6084