



WESTERN REGION

TRANSMITTAL – COOPERATIVE AGREEMENT DOCUMENT

Attached documents are related to the following:

Agreement NO. 10-9730-1861-GR [Rev 10-2] Date of Award: 1/01/2010 FY: 2010

Cooperator: Montana Department of Livestock

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

Revision To extend to 6/30/2011

Start Date: January 1, 2010 End Date: June 30, 2011
Accounting Code: 052 9730 800 Amount: \$240,000 Program: GYIBC
Accounting Code: 052 9730 335 Amount: \$191,000 Program: GYIBC
Accounting Code: Amount: Program:

Agreement Specialists

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

10-9730-1861-GR

REVISION NO. 10-2
TO THE
NOTICE OF COOPERATIVE AGREEMENT AWARD
BETWEEN THE
MONTANA DEPARTMENT OF LIVESTOCK (GRANTEE)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
VETERINARY SERVICES (APHIS)

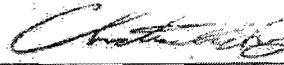
Under the provisions of Article 19, the Cooperator and APHIS hereby mutually agree to revise terms and conditions of the Fiscal Year 2010 Notice of Cooperative Agreement Award 10-9730-1861 GR to conduct the Montana Greater Yellowstone Area Brucellosis Program.

ARTICLE 19

This Revision extends the end date of the agreement from December 31, 2010 to June 30, 2011. It shall become effective upon the date of final signature.

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

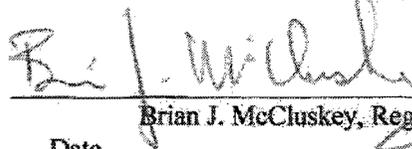
MONTANA DEPARTMENT OF LIVESTOCK



12-16-10

Date

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



Brian J. McCluskey, Regional Director

Date

DEC 20 2010

BOC: - 2551
Acct Code: 052-9730-800

| 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) C. Increase Duration *Other (Specify) _____ |
| 3. Date Received: | | 4. Applicant Identifier: |
| 5a. Federal Entity Identifier: | | *5b. Federal Award Identifier: 10-9730-1861-GR [Rev #2] |
| 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: | MT _____ | |
| Province: | _____ | |
| *Country: | USA _____ | |
| *Zip / Postal Code | 59620-2001 _____ | |
| *e. Organizational Unit: | | |
| Department Name: Montana Department of Livestock | | Division Name: Animal Health |
| *f. Name and contact information of person to be contacted on matters involving this application: | | |
| Prefix: _____ | *First Name: George _____ | |
| Middle Name: H _____ | | |
| *Last Name: Harris _____ | | |
| Suffix: _____ | | |
| Title: | Administrator for Centralized Services Division | |
| Organizational Affiliation: | | |
| *Telephone Number: 406-444-4994 | | Fax Number: 406-444-4904 |
| *Email: gharris@mt.gov | | |

Application for Federal Assistance SF-424

Version 02

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

A. State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

USDA APHIS

11. Catalog of Federal Domestic Assistance Number:

10-025

CFDA Title:

Plant and Animal Disease, Pest Control & Animal Care

***12 Funding Opportunity Number:**

10-9730-1861-GR

*Title:

Greater Yellowstone interagency Brucellosis Committee

13. Competition Identification Number:

Title:

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

State of Montana

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

Greater Yellowstone Interagency Brucellosis Committee

| | | |
|---|--------------------------------|------------|
| 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: 1/1/2010 | *b. End Date: 6/30/2011 | |
| 18. Estimated Funding (\$): | | |
| *a. Federal | 240,000 | |
| *b. Applicant | | |
| *c. State | | |
| *d. Local | | |
| *e. Other | | |
| *f. Program Income | | |
| *g. TOTAL | 240,000 | |
| *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 checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. | | |
| <input 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 Officer | | |
| *Telephone Number: 406-444-0528 | Fax Number: 406-444-4904 | |
| * Email: cmackay@mt.gov | | |
| *Signature of Authorized Representative:  | *Date Signed: 12/15/2010 | |

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.

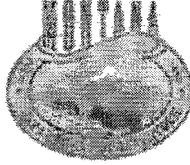
[Empty text area for explanation]

✓

STATE OF MONTANA

BRIAN SCHWETZER, GOVERNOR

DEPARTMENT OF LIVESTOCK
PO BOX 202001
HELENA, MONTANA 59620-2001



DEPARTMENT OF LIVESTOCK (406) 444-7323
ANIMAL HEALTH DIVISION (406) 444-2043
FAX (406) 444-1929

December 15, 2010

Dr. McCluskey,

Please see the request from Montana Department of Fish Wildlife & Parks to extend the completion deadline for the much needed project to collect brucellosis surveillance data from southwest Montana elk (enclosure).

This project is being funded through the Greater Yellowstone Interagency Brucellosis Committee (GYIBC) cooperative agreement ending on December 31. Because of the additional time needed to complete the elk surveillance project, we are requesting that the GYIBC agreement be extended for additional two quarters through June 30, 2011.

We appreciate USDA-APHIS-VS' strong leadership in this matter, and the cooperative spirit by which we meet Montana and USDA-APHIS-VS priorities.

Sincerely,

A handwritten signature in black ink, appearing to read "Christian Mackay".

Christian Mackay
Executive Officer
Montana Board of Livestock

Enclosure: Montana Department of Fish Wildlife & Parks request for extension

/mz

A handwritten signature in black ink, appearing to read "Thomas J. Campbell".
17-DEC-2010



Montana Fish, Wildlife & Parks

PO Box 200701
Helena MT 59620-0701
(406) 444-3186
FAX:406-444-4952
Ref:DO404-10
December 6, 2010

Christian Mackay, Executive Officer
Montana Department of Livestock
301 N. Roberts
Helena, MT 59620

Dear Mr. Mackay:

In October 2010, the Montana Department of Fish, Wildlife & Parks (FWP) entered into a Memorandum of Understanding with the Montana Department of Livestock (DOL) to transfer funds and authority for \$240,000 from the DOL cooperative agreement from the United States Department of Agriculture to FWP. Currently the end date for spending this funding is December 31, 2010. FWP is formally requesting an extension of the end date to June 30, 2011 to allow FWP to complete the work as detailed in the Work Plan for this funding.

There are two projects associated with this funding: "Brucellosis Surveillance Plan" and the "Spatial Movement Project." Both of these projects require capturing, radio collaring and tracking elk from a population within southwestern Montana. The optimal time to capture elk to reduce the risk of injury to the animals being captured and to maintain optimal animal care during the capture event is during the winter months so these capture efforts are scheduled to occur during January-February of 2011. After the trapping efforts, these animals will be tracked which will require staff time and travel expenses through the month of June.

Because of the time constraints associated with this work noted above, FWP will be unable to complete this work prior to the current ending date of December 31, 2010 and therefore the extension request of June 30, 2011.

Sincerely,


Joe Maurier
Director

c: Ken McDonald
Dr. Martin Zaluski
George Harris

 17-DEC-2010



WESTERN REGION

TRANSMITTAL – COOPERATIVE AGREEMENT DOCUMENT

Attached documents are related to the following:

Agreement NO. 10-9730-1861-GR [Rev 10-1]

Date of Award: 1/01/2010

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 increase by \$240,000 for a total of \$431,000

Start Date: January 1, 2010

End Date: December 31, 2010

Accounting Code: 052 9730 800

Amount: \$240,000

Program: GYIBC

Accounting Code: _____

Amount: _____

Program: _____

Accounting Code: _____

Amount: _____

Program: _____

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 GRANT AWARD
BETWEEN THE
MONTANA DEPARTMENT OF LIVESTOCK (GRANTEE)
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
VETERINARY SERVICES (APHIS)

Under the provisions of Article 19, the Grantee and APHIS hereby mutually agree to revise terms and conditions of the Fiscal Year 2010 Notice of Grant Award 10-9730-1861-GR to conduct the Greater Yellowstone Interagency Brucellosis Committee (GYIBC) program.

The following Article is hereby revised:

ARTICLE 19

This Revision increases the Federal award amount by \$240,000 for a total award of \$431,000. The Grantee's share will remain at \$0 for a total project cost of \$431,000. These contributions establish a new 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 Grantee, 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 Grant remains effective January 1, 2010, and shall continue through December 31, 2010, subject to continuation in writing by mutual agreement of the parties. Further, this Grant 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.

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

MONTANA DEPARTMENT OF LIVESTOCK

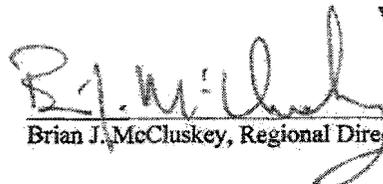


By [Signature]

9/21/10

Date

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



Brian J. McCluskey, Regional Director

SEP 28 2010

Date

Budget Object Class: 4117
Accounting Code: 052 9730 800
Amount: +\$240,000

| | | |
|--|---|---|
| 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) A. Increase Award *Other (Specify) _____ | | |
| 3. Date Received: | | 4. Applicant Identifier: |
| 5a. Federal Entity Identifier: | | *5b. Federal Award Identifier: 10-9730-1861-GR [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: | 301 Roberts | |
| Street 2: | PO Box 202001 | |
| *City: | Helena | |
| County: | Lewis & Clark | |
| *State: | MT | |
| Province: | _____ | |
| *Country: | USA | |
| *Zip / Postal Code | 59620-2001 | |
| e. Organizational Unit: | | |
| Department Name: Montana Department of Livestock | | Division Name: Animal Health |
| f. Name and contact information of person to be contacted on matters involving this application: | | |
| Prefix: | _____ | *First Name: George |
| Middle Name: | H | _____ |
| *Last Name: | Harris | _____ |
| Suffix: | _____ | _____ |
| Title: | Administrator for Centralized Services Division | |
| Organizational Affiliation: | | |
| *Telephone Number: 406-444-4994 | | Fax Number: 406-444-4904 |
| *Email: gharris@mt.gov | | |

Application for Federal Assistance SF-424

Version 02

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

A.State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

USDA APHIS

11. Catalog of Federal Domestic Assistance Number:

10-025

CFDA Title:

Plant and Animal Disease, Pest Control & Animal Care

***12 Funding Opportunity Number:**

10-9730-1861-GR

*Title:

Greater Yellowstone interagency Brucellosis Committee

13. Competition Identification Number:

Title:

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

State of Montana

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

Greater Yellowstone Interagency Brucellosis Committee

| | | |
|---|-------------------------------|-------------------|
| 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: 1/1/2010 | *b. End Date: 12/31/2010 | |
| 18. Estimated Funding (\$): | | |
| *a. Federal | _____ | 240,000 |
| *b. Applicant | _____ | |
| *c. State | _____ | |
| *d. Local | _____ | |
| *e. Other | _____ | |
| *f. Program Income | _____ | |
| *g. TOTAL | _____ | 240,000 |
| *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 checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. | | |
| <input 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 Officer | | |
| *Telephone Number: 406-444-0528 | Fax Number: 406-444-4904 | |
| * Email: cmackay@mt.gov | | |
| *Signature of Authorized Representative:  | *Date Signed: <u>9/21/10</u> | |

By *SH. Mackay*

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. | | \$ | \$ | \$ 240,000.00 | \$ | \$ 240,000.00 |
| 2. | | | | | | 0.00 |
| 3. | | | | | | 0.00 |
| 4. | | | | | | 0.00 |
| 5. Totals | | \$ 0.00 | \$ 0.00 | \$ 240,000.00 | \$ 0.00 | \$ 240,000.00 |

SECTION B - BUDGET CATEGORIES

| 6. Object Class Categories | GRANT PROGRAM, FUNCTION OR ACTIVITY | | | | Total (5) |
|--|-------------------------------------|---------|---------|---------|---------------|
| | (1) | (2) | (3) | | |
| a. Personnel | \$ | \$ | \$ | \$ | 0.00 |
| b. Fringe Benefits | | | | | 0.00 |
| c. Travel | | | | | 0.00 |
| d. Equipment | | | | | 0.00 |
| e. Supplies | | | | | 0.00 |
| f. Contractual | 240,000.00 | | | | 240,000.00 |
| g. Construction | | | | | 0.00 |
| h. Other | | | | | 0.00 |
| i. Total Direct Charges (sum of 6a-6h) | 240,000.00 | 0.00 | 0.00 | 0.00 | 240,000.00 |
| j. Indirect Charges | | | | | 0.00 |
| k. TOTALS (sum of 6i and 6j) | \$ 240,000.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 240,000.00 |
| 7. Program Income | \$ | \$ | \$ | \$ | 0.00 |

Authorized for Local Reproduction

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

Previous Edition Usable

| SECTION C - NON-FEDERAL RESOURCES | | | | | |
|---|--------------------------------|-----------------------|-------------------|-------------|---------------|
| (a) Grant Program | (b) Applicant | (c) State | (d) Other Sources | (e) TOTALS | |
| 8. | \$ | \$ | \$ | \$ 0.00 | |
| 9. | | | | 0.00 | |
| 10. | | | | 0.00 | |
| 11. | | | | 0.00 | |
| 12. TOTAL (sum of lines 8-11) | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | |
| SECTION D - FORECASTED CASH NEEDS | | | | | |
| | Total for 1st Year | 1st Quarter | 2nd Quarter | 3rd Quarter | 4th Quarter |
| 13. Federal | \$ 240,000.00 | \$ | \$ | \$ | \$ 240,000.00 |
| 14. Non-Federal | 0.00 | | | | |
| 15. TOTAL (sum of lines 13 and 14) | \$ 240,000.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 240,000.00 |
| SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT | | | | | |
| (a) Grant Program | FUTURE FUNDING PERIODS (Years) | | | | |
| | (b) First | (c) Second | (d) Third | (e) Fourth | |
| 16. | \$ | \$ | \$ | \$ | |
| 17. | | | | | |
| 18. | | | | | |
| 19. | | | | | |
| 20. TOTAL (sum of lines 16-19) | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | |
| SECTION F - OTHER BUDGET INFORMATION | | | | | |
| 21. Direct Charges: | | 22. Indirect Charges: | | | |
| 23. Remarks: | | | | | |

Work Plan Summary

This is the work plan for elk brucellosis surveillance and spatial movement for Federal Fiscal Year 2010, ending December 31, 2010. This document covers FWP's plans for the APHIS contribution of \$240,000 to the work. The work plan is divided into two sections: surveillance and spatial movement.

The cost for the surveillance portion of the plan is \$190,540.

The total cost for the spatial movement information of the work plan is \$49,460. This work will provide information on elk movements in the designated area. This effort will produce the most rewards if a commitment is made for similar funding contributions in future years.

Surveillance Plan

Surveillance Plan Objectives:

1. Utilize hunter harvest as a means to obtain semi-random blood samples from elk within the survey areas.
2. Capture elk in areas near the perimeter of known brucellosis positive elk herds to improve our ability to detect brucellosis in elk populations and enhance our understanding of the geographical distribution of brucellosis by increasing sample sizes and focusing targeted surveillance efforts in areas where additional information is needed and seroprevalence may be the highest.
3. Monitor changes in seroprevalence in positive animals and identify the ability of seropositive elk to shed *B. abortus* on the landscape.
4. Through the use of vaginal implant transmitters, evaluate the ability of seropositive elk to shed *B. abortus* on the landscape by identifying and culturing birthing material and vegetation associated with abortion and parturition sites.
5. Provide additional information through the collection of serial blood samples that can be used to further evaluate the western blot assay and enhance our understanding of serologic test results.
6. Based on information gained from collection of serial blood samples and culture results recommend testing protocols for evaluating seroprevalence in elk.

From the proposed surveillance we hope to better define the distribution of brucellosis in Montana elk populations, identify herds where risk of elk-to-elk transmission may be occurring through abortion and birth events, identify the potential of brucellosis to expand to surrounding elk herds through via elk movement patterns, identify future surveillance needs based on elk movement data, develop testing protocols that more accurately describe seroprevalence in elk, improve our understanding of what transmission risk seropositive elk pose to livestock and other elk, provide information to improve management of the disease in elk, and further identify areas where risk mitigation efforts are needed to reduce transmission risk to livestock.

Survey Area:

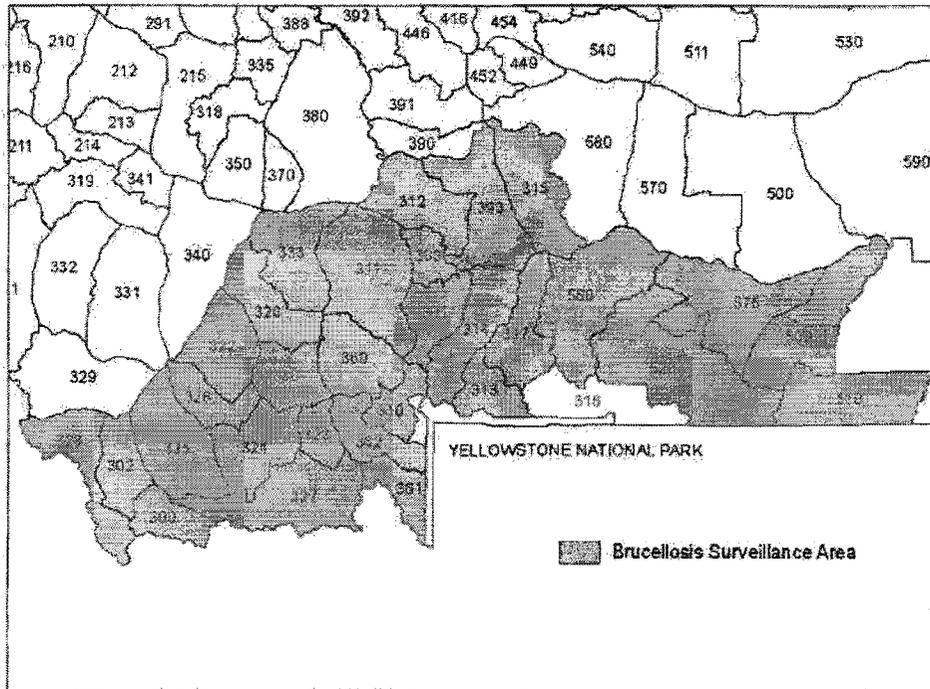


Figure 1. Proposed elk brucellosis surveillance area for state of Montana.

Targeted Surveillance:

1. Identify areas of high importance for determining the geographic distribution of brucellosis in elk. The criteria for determining priority areas was:
 - a. Elk herds near the area where brucellosis has been detected and herds where potential movement of elk from areas known to contain brucellosis were considered priority areas for surveillance.
 - b. Surveillance efforts using hunter-harvested elk have been unsuccessful at obtaining adequate sample sizes to evaluate brucellosis presence/absence.
 - c. There is adequate landowner support for the project.
 - d. Currently these areas are located in portions of hunting districts 314, 317, 320, 322, 324, 325, 326 and 560.
2. Identify specific elk herds within hunting districts considered to be of high importance that, due to group size may have higher seroprevalence and/or models predict may be areas where risk of transmission is high and/or expert opinion of area biologist considers transmission risk to be high.
 - a. Based on the above criteria, the following elk herd units were identified as being a priority for targeted surveillance: North of Mill Creek (HD 317), Trail Creek (HD 314), West Boulder-Greely Creek (HD 560), S.W. Tobacco Roots (HD 320), West of Ruby Reservoir (HD 322), Blacktail Herd (HD 324), Blacktail Ridge-Clark Canyon (HD 325), Sweetwater Hills (HD 326), Sage Creek (HD 327) and South of Red Lodge (HD 520) (Figure 2). The top five priority

herds will be identified and included in targeted surveillance based on management and surveillance needs.

3. In year one, capture 100 adult cow elk from the elk herd considered the highest priority and test for exposure to brucellosis and evaluate body condition.
 - a. Place VHF collars on all seropositive elk and implant seropositive pregnant elk with vaginal transmitters to monitor birth/abortion rates and identify parturition sites.
 - b. Seropositive animals will be initially identified based on results from a Card test performed in the field at the capture site. The Card test is highly sensitive but not highly specific. Cow elk identified as positive on the Card test will receive a VHF collar and pregnant animals will also receive a vaginal implant transmitter (VIT). Additional standard serologic tests will be conducted on all blood samples to evaluate final seroprevalence.
 - c. Pregnant seropositive animals will be relocated at least twice a week until the vaginal implant is expelled and monthly thereafter. Vaginal implants that are expelled will be located immediately, if possible, and the area searched for evidence of abortion or parturition. If the abortion /parturition site can be located, reproductive material and aborted fetuses will be cultured to determine if *B. abortus* is being shed into the environment.
 - d. Seropositive elk (based on results from a suite of standard serologic tests) will be recaptured annually for a period of five years, refitted with vaginal implants, and retested for exposure to brucellosis. Determination of seroprevalence will be based on results from standard serologic tests. Previous experience suggests that no more than 10-14 elk out of each group of 100 elk tested will be positive for exposure to brucellosis. In some areas a seropositive animal may not be detected.
4. Through the course of the surveillance period, all elk identified as seropositive on standard serology will be followed and retested for a minimum of five years post initial capture dependant on funding availability. Elk that remained seropositive through the course of the project would be removed from the population and cultured for *B. abortus*.

Surveillance Plan Costs/ Budget:

1. 15 VHF Collars - \$3,900
2. 15 Vaginal Implants - \$3,090
3. Relocation flights - \$22,800
4. Supplies - \$2,000
5. Capture costs
 - a. Darting or net gunning 100 animals - \$100,000
6. Personnel
 - a. Three seasonal lab technicians (October – June, 2700 hours) - \$53,750
7. Travel and misc – \$5,000
8. **Surveillance Total : \$190,540**
 - a. Expenses do not include existing FWP personnel's contribution to the project (Wildlife Lab Supervisor, Wildlife Veterinarian, Wildlife Lab Technician, Research Biologist, Capture Crew).
9. Continuation of the proposed surveillance in other areas in future years is dependent on available funding.

Spatial Movement Project

Spatial Movement Project objectives:

1. Through the use of telemetry devices, determine distribution and movement patterns of elk in herds where targeted surveillance will be conducted, gain a better understanding of the potential for disease transmission to adjacent elk populations, and identify elk herds where brucellosis may be present based on elk movement data.
2. Identify elk populations where, through elk movements, brucellosis may become established.

Efforts would take advantage of elk captured during targeted surveillance above. GPS collars will be placed on seronegative female elk captured in each of the high priority areas identified above. The number of GPS collars dispensed will be based on the population estimate of the elk population. Ten percent, but no more than 30 female elk will be fitted with a GPS collar to obtain detailed movement patterns and home range information. GPS collars will remain on all sero-negative animals for a period of one year. Sero-negative, collared animals will be relocated during this time period to maintain location information and monitor for mortalities.

Spatial Movement Project Costs:

1. 20 GPS Collars (Seropositive elk) – \$49,460
 - a. 10 GPS Collars are currently available through MFWP Value = \$25,000
2. **Spatial Movement Project Total : \$49,460**

Total for both projects:

| | |
|---------------------------------|-------------------------|
| Targeted Surveillance | \$190,540 |
| <u>Spatial Movement</u> | <u>\$ 49,460</u> |
| Total for both projects: | \$240,000 |



WESTERN REGION

TRANSMITTAL – COOPERATIVE AGREEMENT DOCUMENT

Attached documents are related to the following:

Agreement NO. 10-9730-1861-GR [cont] Date of Award: 1/01/2010 FY: 2010

Cooperator: Montana Department of Livestock

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

Start Date: January 1, 2010 End Date: December 31, 2010
Accounting Code: 052 9730 335 Amount: \$191,000 Program: GYIBC

Agreement Specialists

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



March 25, 2010

United States
Department of
Agriculture

MEMORANDUM

Animal and Plant
Health Inspection
Service

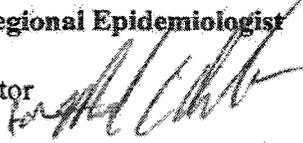
Veterinary Services

Western Region

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

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

TO: Dr. Patrick R. Clarke, Regional Epidemiologist

FROM: Brian J. McCluskey, Director 

SUBJECT: Authorized Departmental Officer's Designated Representative
Continuation of Notice of Award
Grant No.: 10-9730-1861-GR
Program: Greater Yellowstone Interagency Brucellosis Committee
Grantee: Montana Department of Livestock
Federal Award Amount: \$191,000 Grantee 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 Grant No. 10-9730-1861-GR 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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1-800-877-8339

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.



March 25, 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 Grant Award #10-9730-1861-GR. This Grant is for activities relating to conducting the Greater Yellowstone Interagency Brucellosis Committee (GYIBC) program.

This Notice of Grant Award is for Federal Fiscal Year 2010 and is effective January 1, 2010, through December 31, 2011, in the amount of \$191,000.

We have appointed Dr. Patrick R. Clarke, Regional Epidemiologist, as the Authorized Departmental Officer's Designated Representative (ADODR) for this Cooperative Agreement. Dr. Clarke can be reached at USDA, APHIS, Veterinary Services: 2150 Centre Avenue, Bldg B, Fort Collins, CO 80526 or at (406) 388-5162.

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

Sincerely,

Brian J. McCluskey
Director, WR, VS

Enclosure

cc:
ABS, Minneapolis, MN
Dr. Patrick R. Clarke, ADODR
ITD



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

ARTICLE 1 - PURPOSE

The purpose of this Grant is to provide Federal financial assistance to conduct surveillance, prevention and control activities that will provide specific information regarding the Greater Yellowstone Area to the Grantee, APHIS, and other interested parties for the Greater Yellowstone Interagency Brucellosis Committee (GYIBC).

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 **Grantee** and APHIS are incorporated into this **Grant** 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 **Grant** will not replace functions that are being conducted by the **Grantee** 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 **Grantee** 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 – GRANTEE RESPONSIBILITIES

The Grantee understands and agrees to that:

a. Designate in writing to APHIS the Grantee's authorized representative who shall be responsible for collaboratively administering the activities conducted under this Grant.

b. Furnish personnel, as required, to accomplish the activities outlined in the Work Plan and Financial Plan.

c. The Grantee'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 Grant. 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 a Grant 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 a Grant 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 Grantee.**

e. Treat any program income derived under this Grant 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 Grantee 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 Grantee 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. Grantees 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 Grantee 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 Grant 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-111, Disclosure of Lobbying Activities. Such certifications and disclosures apply to the Grantee 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 Grantee 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 Grantee 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 Grantee 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 Grantee-owned devices are provided, it will be the Grantee'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 Grantee in whole or in part with Federal funds as required in the Section entitled "Equipment" of 7 CFR 3016.32. Grantees 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 Grant.

q. Provide an annual inventory report of any Federally-owned or Federally-leased equipment on loan to the Grantee 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 Grantee will request written prior approval for the budget revision. The Grantee 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 Grantee'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 Grantee in excess of the amount to which the Grantee 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 Grantee
- (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 Grant 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 Grantee 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 Grantee 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 Grantee APHIS' Authorized Departmental Officer's Designated Representative (ADODR) who shall be responsible for collaboratively administering the activities conducted under this Grant.
- b. Provide funds on an advance or reimbursable basis as payment of allowable, agreed-to costs incurred by the Grantee in carrying out the terms of this Grant in accordance with the Work Plan and Financial Plan.
- c. Make advance payments, if requested by the Grantee, 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 Grantee that the balance of Federal funds reported as unobligated will no longer be available to the Grantee.

- f. Assist the Grantee 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 Grantee'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 Grant or to any benefit to arise therefrom.

ARTICLE 8 – APPLICABLE REGULATIONS

As a condition of this award, the Grantee 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 Grantee under this Grant 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 Grantee 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 Grantee 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 Grant, but may arise at any time during or subsequent to the Grant. 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 Grant 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 Grant on patents or inventions derived under this Grant 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 Grant. Subject to this license, the owner is free to exercise, preserve, or transfer all its rights. The Grantee shall ensure that no Grant 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 Grant on copyrighted material derived under this Grant 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 Grantee 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 Grantee modify or purge any acknowledgment of its support for activities conducted under this Grant as a result of its review of a final draft. If APHIS has not responded within 30 days of receipt of the draft, the Grantee will be free to proceed with publication without an acknowledgment. In the event that APHIS elects not to acknowledge the product, the Grantee 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 Grant 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 Grantee of APHIS support shall have the express written permission of APHIS signatory to this Grant, which shall be requested through the APHIS representative designated under this Grant.

ARTICLE 13 – FEDERAL VEHICLE MANAGEMENT

The Grantee 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 Grantee further agrees to indemnify the United States of America for any and all property damage and personal injury caused by the Grantee'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 Grantee's employees. The Grantee 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 Grant.

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 Grant is in effect. Any funds not obligated by the Grantee during the funding period will revert to APHIS upon the expiration or termination of this funding period. Under 7 CFR 3016.30, this Grant is subject to a one-time extension of up to 12 months to complete this project. The Grantee 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 Grantee, 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 Grantee 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 certificated air carrier is considered "available" even though:

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

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

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

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

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

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

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

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

The Federal award for this Grant is in the amount of \$191,000 and the Grantee's share is \$0 for a total project cost of \$191,000. 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 Grantee, 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 Grant 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 Grant 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

 3/18/10
Date

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

 MAR 25 2010
Brian J. McCluskey, Regional Director Date

Budget Object Class: 2554-4117-44
Accounting Code: 052 9730-335
Federal Amount: \$191,000

Application for Federal Assistance SF-424

Version 02

***1. Type of Submission:**

- Preapplication
- Application
- Changed/Corrected Application

***2. Type of Application**

- New
- Continuation
- Revision

* If Revision, select appropriate letter(s)

*Other (Specify) _____

3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

10-9730-1861-GR

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:

Montana Department of Livestock

Division Name:

Animal Health

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

Prefix: _____ *First Name: George
Middle Name: H
*Last Name: Harris
Suffix: _____

Title: Administrator for Centralized Services Division

Organizational Affiliation:

*Telephone Number: (406) 444-4994

Fax Number: (406) 444-4904

*Email: gharris@mt.gov

Application for Federal Assistance SF-424

Version 02

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

A. State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10 Name of Federal Agency:**

USDA APHIS

11. Catalog of Federal Domestic Assistance Number:

10-025

CFDA Title:

Plant and Animal Disease, Pest Control & Animal Care

***12 Funding Opportunity Number:**

10-9730-1861-CA

*Title:

Greater Yellowstone Interagency Brucellosis Committee

13. Competition Identification Number:

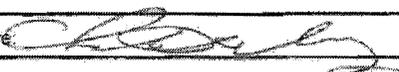
Title:

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

State of Montana

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

Greater Yellowstone Interagency Brucellosis Committee

| | | |
|---|-------------------------------|----------------------------|
| 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 | _____ | 191,000 |
| *b. Applicant | _____ | |
| *c. State | _____ | |
| *d. Local | _____ | |
| *e. Other | _____ | |
| *f. Program Income | _____ | |
| *g. TOTAL | _____ | 191,000 |
| *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 Officer | | |
| *Telephone Number: (406) 444-0528 | Fax Number: (406) 444-4904 | |
| * Email: cmackay@mtf.gov | | |
| *Signature of Authorized Representative:  | | *Date Signed: 3/19/10 |

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. | | \$ | \$ | \$ 191,000.00 | \$ | \$ 191,000.00 |
| 2. | | | | | | 0.00 |
| 3. | | | | | | 0.00 |
| 4. | | | | | | 0.00 |
| 5. Totals | | \$ 0.00 | \$ 0.00 | \$ 191,000.00 | \$ 0.00 | \$ 191,000.00 |
| SECTION B - BUDGET CATEGORIES | | | | | | |
| 6. Object Class Categories | GRANT PROGRAM, FUNCTION OR ACTIVITY | | | | | Total (5) |
| | (1) | (2) | (3) | (4) | (5) | |
| a. Personnel | \$ 34,966.00 | \$ | \$ | \$ | \$ | \$ 34,966.00 |
| b. Fringe Benefits | 9,969.00 | | | | | 9,969.00 |
| c. Travel | 4,966.00 | | | | | 4,966.00 |
| d. Equipment | | | | | | 0.00 |
| e. Supplies | 24,000.00 | | | | | 24,000.00 |
| f. Contractual | 104,000.00 | | | | | 104,000.00 |
| g. Construction | | | | | | 0.00 |
| h. Other | 2,000.00 | | | | | 2,000.00 |
| i. Total Direct Charges (sum of 6a-6h) | 179,901.00 | | 0.00 | 0.00 | 0.00 | 179,901.00 |
| j. Indirect Charges | 11,099.00 | | | | | 11,099.00 |
| k. TOTALS (sum of 6i and 6j) | \$ 191,000.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 191,000.00 |
| 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 | \$ 191,000.00 | \$ 47,750.00 | \$ 47,750.00 | \$ 47,750.00 | \$ 47,750.00 |
| 14. Non-Federal | 0.00 | | | | |
| 15. TOTAL (sum of lines 13 and 14) | \$ 191,000.00 | \$ 47,750.00 | \$ 47,750.00 | \$ 47,750.00 | \$ 47,750.00 |
| SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT | | | | | |
| (a) Grant Program | FUTURE FUNDING PERIODS (Years) | | | | |
| | (b) First | (c) Second | (d) Third | (e) Fourth | |
| 16. | \$ | \$ | \$ | \$ | |
| 17. | | | | | |
| 18. | | | | | |
| 19. | | | | | |
| 20. TOTAL (sum of lines 16-19) | \$ 0.00 | \$ 0.00 | \$ 0.00 | \$ 0.00 | |
| SECTION F - OTHER BUDGET INFORMATION | | | | | |
| 21. Direct Charges: | | 22. Indirect Charges: | | | |
| 23. Remarks: | | | | | |

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

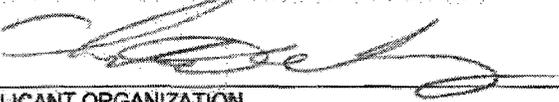
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-362) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333); regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

| | | |
|--|----------------------------------|--|
| SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL  | TITLE Executive Officer | |
| APPLICANT ORGANIZATION Department of Livestock | DATE SUBMITTED March 19, 2010 | |

MONTANA DEPARTMENT OF LIVESTOCK
Greater Yellowstone Brucellosis Interagency Committee (GYIBC)
Cooperative Agreement #
FY 2010 WORK PLAN

Montana Greater Yellowstone Area Brucellosis Program Activities

INTRODUCTION

The United States Department of Agriculture, Animal and Plant Health Inspection Service, Veterinary Services (USDA, APHIS, VS), in cooperation with the State of Montana (State) through the Montana State Department of Livestock, knowing the necessity to prevent further introduction of brucellosis into the cattle herds of Montana and to control and eliminate brucellosis from wildlife in Montana and the Greater Yellowstone Area (GYA), do hereby submit this plan to develop and implement brucellosis herd action plans for cattle, elk herd unit management plans, perform functions and duties of Montana relative to the Greater Yellowstone Interagency Brucellosis Committee (GYIBC) and planning efforts, and conduct brucellosis prevention, surveillance, control and eradication activities in Montana and the GYA.

On May 18, 2007, brucellosis was detected in one Montana cattle herd. Subsequently, on June 9, 2008, brucellosis was detected in a second Montana cattle herd. On September 3, 2008, because of these two infected herds within a two-year period, the United States Department of Agriculture, Animal and Plant Health Inspection Service, Veterinary Services (USDA-APHIS-VS) officially downgraded Montana's brucellosis status from Class Free to Class A. While the federal concept paper and brucellosis suggests a significantly decreased emphasis on state class status, it remains imperative that Montana prevent additional transmissions of brucellosis from disease wildlife to livestock. Activities by MDOL will be complemented by increased Fish Wildlife and Parks involvement. Montana's current brucellosis surveillance and risk mitigation strategy is implemented by an official order passed by the board of livestock at the January 2010 meeting and is available here: http://liv.mt.gov/liv/ah/orders/orders_intro.asp. There will be significant cost sharing between the Department and the USDA to carry out the activities outlined in this official order.

Through this Cooperative Agreement, USDA, APHIS, VS will provide \$191,280 to the Montana Department of Livestock to conduct activities as described in this Work Plan.

I. Objectives and Need for Assistance

Brucellosis in wildlife (bison and elk) in the GYA represents the last remaining endemic, unchecked foci of *Brucella abortus* in the United States. A portion of the GYA is in Montana. Control, leading to eradication, of brucellosis in wildlife is a necessary component in the effort to eliminate brucellosis from the GYA and

the United States and maintaining numerically, biologically, and genetically viable elk and bison populations in appropriate areas within the GYA. The State serves in a lead role in development and implementation of brucellosis herd action plans for cattle, wildlife herd unit management plans, ensures environmental compliance and management of GYIBC activities and planning efforts, provides education and information to the public and coordinates brucellosis-related research activities. These activities are critical to the state, regional, and national efforts to eliminate brucellosis from the GYA and from the United States and maintain Montana's Brucellosis Class Free status. Federal assistance is needed to achieve these objectives.

II. Results or Benefits Expected

The results and benefits derived from cooperation between the Federal and State Governments include:

1. Prevent transmission of brucellosis to livestock from infected wildlife
2. Enhanced brucellosis preventative and surveillance measures in cattle;
3. Implementation of brucellosis herd action plans for cattle, and wildlife herd unit management plans
4. Reduction in prevalence of brucellosis in wildlife herds;
5. Identification of prevalence and distribution of brucellosis in wildlife herds in Montana;
6. Improved coordination of activities to address wildlife brucellosis;
7. Enhance surveillance of wildlife populations to better understand the prevalence and extent of brucellosis infection in the wildlife populations in Montana's GYA.
8. Better understand the risk of transmission from the wildlife populations to livestock
9. Improved ability to provide the public with factual information and opportunities for participation;

III. Approach

The Montana Department of Livestock (DOL) has an excellent understanding of the issues and challenges presented by wildlife brucellosis infection. Additionally, the Montana cattle industry is a valuable partner in addressing these issues. The State has experienced personnel, laboratory facilities, and the equipment to perform all aspects of the project and works closely with Montana Department of Fish, Wildlife and Parks, the States of Idaho and Wyoming, and the U.S. Dept. of Agriculture regarding the GYA brucellosis problem. It is the intention of the parties involved that cooperation in implementation of the wildlife brucellosis program will be to their mutual benefit and benefit the people of the United States. There are significant in-kind costs to this project including House Bill 3 (HB3) \$2.37 million committed by the Montana legislature to reimburse for testing costs incurred between July 1, 2008 and December 31, 2009. Additionally

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Reviewed 03/01/2010 by Clarke, Ryan

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the Montana legislature provided additional funding for continued brucellosis activities following December 31, 2009 at approximately \$700,000 a year from House Bill 2 (HB2).

A. Planned Activities

The State plans the following activities:

1. The Montana Department of Fish, Wildlife and Parks (FWP) will conduct surveillance for brucellosis in free-ranging elk in an area surrounding Yellowstone National Park. The emphasis of this surveillance will be to determine the geographic distribution and extent of brucellosis in Montana's free-ranging elk population. Surveillance will focus on collection and testing of blood from hunter-harvested elk for antibodies against *Brucella abortus*. Efforts will focus on areas where brucellosis is known to exist in elk populations as well as adjacent areas. Emphasis will be placed on collection of blood from adult female elk, although samples from bulls will also be evaluated. Information from this surveillance will aid in measuring brucellosis-related risks associated with elk-livestock interactions. The extent of the surveillance will be dependent on associated funding and results from 2009 surveillance.
2. The primary goal of the bison quarantine feasibility study is to develop quarantine procedures, using the best available science and adaptive research strategies, that would allow YNP bison to be certified as free of brucellosis and suitable for the establishment of new public and Native American bison herds or to augment existing public and tribal herds in North America. Completion of the study also might provide insight into the feasibility of quarantine protocols and the reintroduction of bison to large grassland systems as one component of a broader bison conservation strategy. Upon relocation of 88 bison from the Bison Quarantine Feasibility Study (BQFS) facility, MDOL will cooperate with APHIS and FWP on ongoing projects that may include immuno contraception of seropositive bison in the secure facility.

With a decision being made by the director of FWP to send first cohort (88 bison) from the BQFS to Turner enterprises, there will be ongoing costs laboratory expenses and other miscellaneous charges associated with this continuing project.

The second cohort will be calving in 2010 with approximately 18 pregnant animals. These animals will be pregnancy tested in March and *Brucella* tested. Calving will take place in May/June and all cows and calves will be captured and tested for brucella within 5 days of

birth. All animals in the cohort will be tested again 6 months after the last calf is born. They will also be RFID'd, dewormed, vaccinated, RB51. That will be a final test for the animals with calves, and if negative they will be available for translocation and the next phase of the project. The remaining cows that did not calve this year will hopefully be pregnant and calve next spring (2011) for a total of approximately 18 females with calves and 3-4 bulls to be relocated.

B. Resources Required

1. Personnel

Salaries or portions of salaries, fringe benefits and travel expenses for full time, intermittent or temporary employees. Unemployment payments will be paid by the State through its normal channels. The following classes of personnel may be utilized:

State veterinarian, field veterinarian, program specialist, administrative assistant, veterinary pathologists, laboratory specialists, livestock brand inspectors.

2. Operational Costs:

Contracted services:

The Department of Livestock contracts with the state Department of Fish Wildlife and Parks to conduct a series of research and analysis projects related to brucellosis.

Supplies and Materials:

Supplies and materials include items for minor tools and equipment as well as supplies for testing. There is also a need for fencing and other materials for establishment and maintenance of temporal and spatial separation between elk and at-risk cattle herds, which include costs to install fencing, wire, fence posts, etc.

Communications:

The communication costs are for cell phones correspondence materials and postage.

Travel:

Travel is necessary for the State veterinarian to attend meetings with other states in implementing GYIBC program objectives.

Other/Education and Training:

Other expenses are for education, training, and public outreach.

Indirect costs:

Administrative indirect costs is the agreed upon rate for all cooperative agreements with the department. Present rate is 24.7%.

IV. Accomplishment Reporting

Reporting of accomplishments will be conducted through quarterly reports on March 31, June 30, September 30, and December 31 of 2010.

V. Geographic Location

The major focus of this project is in GYA of Montana. Additionally, wildlife brucellosis activities, especially those related to reporting and sharing of pertinent information will be conducted throughout the State of Montana, the Greater Yellowstone region and other areas of the United States.

Funds Requested

A. Personnel Services:

| | | |
|---------------------------------|-----------|-----------------|
| Salaries | \$ 34,966 | |
| Benefits at rate of 28.51% | \$ 9,969 | |
| TOTAL PERSONNEL SERVICES | | \$44,935 |

B. Operational Costs:

Contractual Services

Contractual work with Fish Wildlife and Parks for brucellosis research and analysis projects \$104,000

Supplies and Materials:

Minor tools, testing supplies, Surveillance and other supplies \$ 4,000
Fencing \$ 20,000

Communications

Postage, cell phones and other \$ 1,000

Travel

Meetings, surveillance and other travel \$ 4,966

Other

Educational/training, public outreach and information \$ 1,000

Administrative/Indirect Costs:

Indirect Costs is the agreed upon rate for all cooperative agreements with the department. Present rate is 24.7%. \$11,099

TOTAL OPERATIONAL COSTS \$146,065

TOTAL- AGREEMENT REQUEST \$191,000

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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 TO</u> |
|-------------|------------------------------|-----------|-------------|------------------|----------------------|
| | <u>FROM</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.

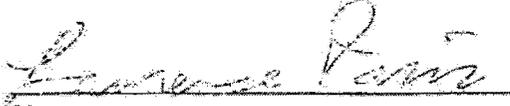
D. **NOTIFICATION TO OTHER FEDERAL AGENCIES:** Copies of this document may be provided to other Federal agencies as a means of notifying them of the agreement contained herein.

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

Signature

CHRISTIAN MACKAY

JACK GOLDBERG

Name

Name

EXECUTIVE OFFICER

CHIEF, FINANCIAL REVIEWS & ANALYSIS BRANCH

Title

Title

1/18/10

12-18-09

Date

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-L.L.L., "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

10-9730-1861 GR

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

Approved by OMB

0348-0046

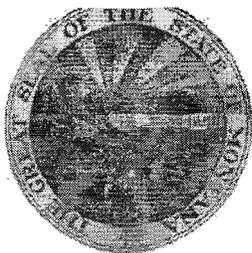
(See reverse for public burden disclosure.)

| | | |
|--|--|---|
| 1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | 3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ |
| 4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c | | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: |
| 6. Federal Department/Agency: USDA | 7. Federal Program Name/Description: Greater Yellowstone Interagency Committee (GYIBC) CFDA Number, if applicable: 10-025 | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ 191,000.00 | |
| 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): | |
| <small>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.</small> | Signature:  Print Name: <u>Christian Mackay</u> Title: <u>Executive Officer</u> Telephone No.: <u>(406) 444-0528</u> Date: <u>3/19/2010</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: 10-9730-1861 GR | |
| 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: | | | |



DEPARTMENT OF LIVESTOCK

BRIAN SCHWEITZER, GOVERNOR

P.O. BOX 202001

STATE OF MONTANA

BOARD OF LIVESTOCK - (406) 444-7523
BRANDS ENFORCEMENT DIVISION - (406) 444-2645
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 Greater Yellowstone Interagency Brucellosis Committee (GYIBC) 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 continue the Montana Department of Livestock's financial obligations to contractors who are working on research and analysis projects relevant to brucellosis disease control and the department's cost of implementing and managing the program. 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 GYIBC 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 3/22/10
Regional EPI 3/22/10
Regional Cooperative Agreement Specialist 3/25/10

Cc: ADO
ADODR
MRPBS, FMD, ASC

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

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

Agreement NO.: (if assigned) and type: 10-9730-1861-GR Brucellosis (GYIBC)

Cooperator Name: Montana Department of Livestock

Funding Level: \$191,000

1. **What is the purpose of the agreement?** The purpose of the agreement/grant is for brucellosis prevention, surveillance and control in the Greater Yellowstone Area of Montana. Congressional Earmark.
2. **How does the purpose/agreement align with the agency's and Secretary's priorities?** VS Goal #1, VS Goal #2, VS Goal #3, Secretary's. Priorities USDA Goal #1 and Goal #2
3. **How is the agreement accomplishing its activities to achieve the results as stated in the agreement?** The activities of this Agreement will help identify brucellosis risks in the community to better support the efforts of the GYIBC
4. **Is the same amount of funding needed this year as last year to accomplish the goals in the agreement?** Similar, per the Congressional Earmark
5. **What performance information do you use to track accomplishments?** Performance outcomes are tracked in quarterly accomplishment reports.

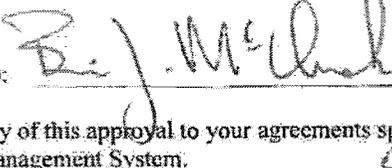
SIGNATURES:

Submitting officials:

ADODR:  3/1/10

Agreements Specialist: 

Approving official:

Deputy Administrator (or designee): 

MAR 08 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.