

USDA

October 10, 2006

**United States
Department of
Agriculture**

**Animal and Plant
Health Inspection
Service**

Agreements Services Center
4700 River Rd.
Unit 55
Riverdale, MD 20737
(301) 734-8060
FAX (301) 734-8064

Ms. Susan J. Buroker
Administrator - Management Services
Wisconsin Department of Agriculture, Trade
and Consumer Services
2811 Agriculture Drive
Madison WI 53708-8911

Dear Ms. Buroker:

Enclosed you will find the fully signed Continuation to the Notice of Cooperative Agreement Award No. 06-9100-0994-CA to continue Premises Registration and Animal Identification and Tracking support.

Expenditures are authorized for the period indicated in Article 17 of the Agreement. Funds not obligated during that period must be returned to APHIS, carryover of APHIS funds to future funding periods is not authorized.

If I can be of further assistance, please contact me on Area Code (301) 734-8060 or by e-mail at Victoria.L.Irving@usda.gov.

Sincerely,

Victoria L. Irving, Management Analyst
Agreements Services Center
Financial Management Division

Enclosure

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

Under the provisions of Article 17 of the Notice of Cooperative Agreement Award 05-9100-0994-CA, the Premises Registration and Animal Identification and Tracking support will be continued for Fiscal Year 2006, The terms and conditions of this. Agreement are presented in their entirety below,

ARTICLE I

The purpose of (his Agreement is to provide continued Federal financial assistance to support Premises Registration and Animal Identification and Tracking.

ARTICLE 2

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

ARTICLE 3

The cooperating parties agree to/that:

- a. The Work Plan and Financial Plan developed by the Cooperator and APHIS are incorporated into this Agreement by reference.
- b. The provisions of this Agreement will not replace functions that are being conducted by the Cooperator but will supplement those activities and increase program benefits to all parties.
- c. The employee(s) responsible for this work will be under the general program direction of the Cooperator and APHIS. Supervision of personnel will be provided by their employing organization, and they will be subject to their employing organizations rules and regulations.

ARTICLE 4

The Cooperator agrees to/that:

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

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

c. Provide funds as partial payment of expenditures incurred in carrying out the terms of this Agreement in accordance with the Work Plan and Financial Plan.

d. Submit to APHIS' authorized representative quarterly accomplishment reports on program activities outlined in the Work Plan and Financial Plan. The reports will be used by APHIS to verify compliance with provisions of this Agreement. These reports are due no later than 30 days after the end of each Federal fiscal quarter except the final report which is due no later than 90 days after the Agreement expires or terminates.

e. Submit to APHIS' authorized representative a properly certified quarterly Financial Status Report, SF269, no later than 30 days after the end of each Federal fiscal quarter and a final SF269 no later than 90 days after the agreement expires or terminates. Any requests for an extension of time to submit the SF269 must be made in writing to APHIS' authorized representative before expiration of the initial 30 or 90 day period allowed for submitting the report. Extensions of time to submit the SF269 are subject to the discretion of APHIS' authorized representative and, if allowed, shall be provided by the authorized representative in writing.

f. Treat any program income derived under this Agreement using the Deduction Alternative in accordance with the provisions of 7 CFR 3016.25(g)(l) or 7 CFR 3019.24(b)(3), as applicable, which provides for a decrease in the financial contributions of each cooperating party to this project.

g. Submit to APHIS a properly certified Request for Advance or Reimbursement, SF270, when requesting payment for expenditures, A payment request may be submitted quarterly or more frequently; however, advance of funds will be made by APHIS in increments as indicated under 1.1.j of the SF270 to cover monthly disbursement needs.

h. Obtain a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number by calling D&B at (800) 333-0305 (most, expeditious) or visiting their website at <http://www.dnb.com/us>. This requirement does not apply to individuals applying for assistance, unless it supports a business or non-profit organization they operate. Upon obtaining the DUNS number, the Cooperator further agrees to register in the Central Contractor Registry (CCR) by visiting their website at <http://www.ccr.gov/> (most expeditious) or calling 888-227-2423, This registration will provide a means to receive electronic funds transfers of all payments requested on the SF-270. Cooperators without accounts at financial institutions can request waivers due to hardship because of physical or geographical barrier.

i. APHIS may withhold payments called for in Article 5.b under the conditions outlined in 7 CFR 3016.21(g).or 7 CFR 3019.22(h).

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

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

l. When connected to the USDA, APHIS network, comply with the security guidelines as outlined in the USDA OIRM, Department Regulation.3140-1, "USDA IRM Security Policy"; APHIS Directive 3140.1. "APHIS Information Security Program"; APHIS Directive 3140.2, "APHIS Electronic Mail and Security and Privacy Policy"; APHIS Directive 3140.3, "APHIS Internet Use and Security Policy"; and APHIS Directive 3140.5. "APHIS Information Systems Roles and Responsibilities". The Cooperator will not download any material bearing a copyright (i.e., pictures, movies, or music files) nor access any material defined as inappropriate in these regulations and directives.

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

ARTICLE 5

APHIS agrees to/that:

a. Designate Dr. John Wiemers, National Animal Identification Coordinator, as its Authorized Departmental Officer's Designated Representative who shall be responsible for collaboratively administering the activities conducted under this Agreement-. Dr. Wiemers may be reached on (309) 344-1942.

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

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

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

e. Assist the Cooperator in selecting qualified candidates to perform activities outlined in the Work Plan and Financial Plan and provide general program direction to employees assigned to the cooperative endeavor. However, the assigned employees will remain subject to the Cooperator's rules and regulations.

f. Provide special training to carry out assignments as mutually deemed necessary.**ARTICLE 6**

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution,

ARTICLE 7

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

ARTICLE 8

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

ARTICLE 9

As a condition of this award, the cooperator agrees 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 "Government wide Debarment and Suspension (Non-Procurement)", 7 CFR 3017; "Government wide Requirements for Drug-free Workplace", 7 CFR 3021; "New Restrictions on Lobbying", 7 CFR 3018; and Office of Management and Budget regulations governing "Controlling Paperwork Burdens on the Public", 5 CFR 1320.

ARTICLE 10

APHIS reserves the right to transfer title to any equipment purchased partially or fully by the Cooperator under this Agreement with Federal funds within 120 days after this Agreement expires or terminates.

ARTICLE 11

The cooperator has the explicit duty of notifying APHIS' authorized representative, in writing prior to the time of application for any patent or invention which is paid for in any manner or any percentage of funds provided by APHIS. This duty is not limited to the period during the Agreement, but may arise at any time during or subsequent to the Agreement. APHIS reserves to itself a royalty-free, nonexclusive, and irrevocable right to use and authorize others to use the product or invention produced under this Agreement for Government purposes. APHIS also retains the ability to force utilization of the patented invention by designating licenses in any field of use where the patentee has failed to act with reasonable diligence.

Any royalties or equivalent income earned during the effective period of this Agreement on patents or inventions derived under this Agreement shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(1) or 7 CFR 3019.24(b)(3) as applicable.

ARTICLE 12

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

APHIS.

Any royalties or equivalent income earned during the effective period of this Agreement on copyrighted material derived under this Agreement shall be considered program income and treated under the provisions of 7 CFR 3016.25(g)(l) or 7 CFR 3019.24(b)(3) as applicable.

ARTICLE 13

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

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

Additionally, any other acknowledgment by the Cooperator of APHIS support shall have the express written permission of APHIS through its representative designated under this Agreement.

ARTICLE 14

As a condition of this Agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of this Agreement with all applicable laws, regulations, Executive Orders, and other generally applicable requirements including those set out in 7 CFR 3019, which hereby are incorporated in this Agreement by reference, and such other statutory provisions as are specifically set forth herein.

ARTICLE 15

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

ARTICLE 16

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

ARTICLE 17

The Federal award for this Agreement is in the amount of \$ 1,752,912, It shall become effective September 2, 2006 and continue through September 1, 2007, subject to continuation in writing by mutual agreement of the parties. Further, this Agreement may be amended at any time during the effective period by mutual agreement of the parties in writing. It may be terminated following provisions of 7 CFR 3016 or 7 CFR 3019, as applicable.

**WISCONSIN DEPARTMENT OF AGRICULTURE
TRADE AND CONSUMER PROTECTION**

9-28-06

Date

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

SEP 29 2006

Associate Deputy Administrator **Date**

06-9100-0994-CA
652-9355-800/\$1,752,912