Forest Service Agreement # 16-GN-11015600-017
State Agreement # _____

MASTER
GOOD NEIGHBOR AGREEMENT
Between
THE STATE OF MONTANA
DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION
And the
USDA FOREST SERVICE, NORTHERN REGION

This Master Good Neighbor Agreement (Master Agreement) is hereby made and entered into by and between the Montana Department of Natural Resources and Conservation hereinafter referred to as "the State," and the USDA Forest Service, Northern Region, hereinafter referred to as the "Forest Service," under the authority of 16 USC 2113A, (Good Neighbor Authority). The CFDA for this agreement is 10.691, Good Neighbor.

Title: Good Neighbor Master Agreement with Montana Department of Natural Resources and Conservation

I. PURPOSE:

The purpose of this Master Good Neighbor Agreement is to provide the framework and to document the cooperative effort between the parties for authorized forest, rangeland, and watershed restoration services in accordance with the following provisions and any Supplemental Project Agreements (SPAs), executed under this Master Good Neighbor Agreement.

II. GOOD NEIGHBOR AUTHORITY OBJECTIVES:

The Forest Service is a land management agency dedicated to the stewardship and management of National Forest System (NFS) lands, including the responsibility for maintaining and improving resource conditions. This Master Good Neighbor Agreement provides an opportunity for the parties to carry out "authorized forest, rangeland, and watershed restoration services" on NFS lands. The Forest Service must ensure that funding is appropriate for the work performed.

Authorized forest, rangeland, and watershed restoration services includes activities to treat insect and disease infected trees; activities to reduce hazardous fuels; and any other activities to restore or improve forest, rangeland, and watershed health, including fish, and wildlife habitat. The Good Neighbor Authority excludes construction, reconstruction, repair, or restoration of paved or permanent roads or parking areas and construction, alteration, repair, or replacement of public buildings or works; as well as projects in wilderness areas, wilderness study areas, and lands where removal of vegetation is prohibited or restricted. While the authority specifically excludes work on paved or permanent roads, temporary roads necessary to complete restoration or improvement work are allowed.

Allowable forest, rangeland, and watershed restoration services, including timber sales, will use the Supplemental Project Agreement instrument. The Forest Service retains responsibility for approval of silviculture prescription and marking guides for vegetation management activities.

The Forest Service will retain National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) (NEPA) responsibilities on NFS lands. Any decision required to be made under NEPA with respect to any authorized restoration services to be provided under this Good Neighbor Authority shall not be delegated to the State.

All projects conceived under this Master Agreement will undergo a collaborative process. The collaborative process will ensure that both parties understand the goals and objectives of the agreed upon restoration services and all necessary rules, regulations, and policies as outlined in this Master Agreement and corresponding SPAs.

III. THE FOREST SERVICE SHALL:

A. Work in collaboration with the State to identify projects that may be appropriate to accomplish through a SPA under this Master Agreement.

B. Complete all necessary NEPA requirements. Any decision required to be made under NEPA with respect to any authorized restoration services to be provided under this agreement on NFS lands shall not be delegated to the State.

C. Inform the State of any changes in Good Neighbor Agreement policy, law, and regulations.

D. Recognize the State's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.

E. STATEMENT OF MUTUAL INVOLVEMENT. To perform the Agency's stewardship and land management responsibilities, and meet the requirements in the Good Neighbor Authority, the Forest Service must be involved in the development and implementation of any work performed on NFS lands. The Forest Service's specific responsibilities are described in detail in each SPA.

IV. THE STATE SHALL:

A. LEGAL AUTHORITY. The State shall have the legal authority to enter into this Master Agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonFederal share of project costs, when applicable.

B. OMB CIRCULARS AND OTHER REGULATIONS. This Agreement is subject to the OMB Government wide Guidance for Grants & Cooperative Agreements found in subparts

A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Specific regulations include Uniform Administrative Requirements and Cost Principles.

Electronic copies of the CFRs can be obtained at the following internet site: https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office.

Effective October 1, 2010, recipients are required to report information on subaward and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, hereinafter referred to as "the Transparency Act." For more information, see 2 CFR Part 170.

C. CONTRACT REQUIREMENTS. When procuring property and services under this Master Agreement, the State must follow the same policies and procedures it uses for procurements from its non-Federal funds, as described in 2 CFR 200.317.

D. NON-FEDERAL STATUS FOR STATE PARTICIPANT LIABILITY. The State agree(s) that any of their employees, volunteers, sub-recipients, and contractors shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the State hereby willingly agrees to assume these responsibilities to the extent allowed by State law.

Further, the State shall provide any necessary training to their employees, volunteers, sub-recipients, and contractors to ensure that such personnel are capable of performing tasks to be completed. The State shall also supervise and direct the work of its employees, and volunteers performing under this Master Agreement, and any subsequent SPAs executed under this Master Agreement.

E. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION REQUIREMENT. The State shall maintain current information in SAM until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, SAM means the Federal repository into which an entity must provide information required to conduct of business as a cooperator. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

F. INDIRECT COST RATES. Indirect cost rates must be formalized in a written agreement between the cognizant agency and Recipient. Requirements are set forth in appendices to 2 CFR 200.

1. If the State does not have a previously established indirect cost rate with a Federal agency, the State shall follow the requirements and timeframes unique to their organization found in the appendices to 2 CFR 200. The State will be reimbursed for

indirect costs at the tentative rate reflected in the budget until the rate is formalized in a negotiated indirect cost rate agreement (NICRA) at which time, reimbursements for prior indirect costs may be subject to adjustment.

2. As new NICRAs are agreed to between the State and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

3. If the NICRA is for a provisional rate, the State shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

4. Failure to provide a revised provisional or final NICRA could result in disallowed costs and repayment to the Forest Service.

G. PROGRAMMATIC CHANGES. The State shall obtain prior approval for any change to the scope or objectives of the approved project or transfer of substantive programmatic work to another party.

H. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.
   a. You as the Recipient, your employees, subrecipients under this agreement, and subrecipients' employees may not:
      (1) Engage in severe forms of trafficking in persons during the period of time that the agreement is in effect;
      (2) Procure a commercial sex act during the period of time that the agreement is in effect; or
      (3) Use forced labor in the performance of the agreement or subawards under the agreement.
   b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
      (1) Is determined to have violated a prohibition in paragraph a.1 of this provision; or
      (2) 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 Government wide Debarment and Suspension (Nonprocurement)".

2. 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:
   a. Is determined to have violated an applicable prohibition in paragraph 1 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 an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      (1) Associated with performance under this award; or
      (2) 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)".

3. Provisions applicable to any recipient.
   a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 1 a.1 of this award term.
   b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
   c. You must include the requirements of paragraph 1 a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:
   a. ''Employee'' means either:
      (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      (2) 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.
   b. ''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.
   c. ''Private entity'':
      (1) 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.
      (2) 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.

d. ''Severe forms of trafficking in persons,'' ''commercial sex act,'' and ''coercion'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. There is no statutory match required for this authority; however the State is encouraged to provide available resources to projects of mutual benefit. All funding and contributions will be captured on a Financial Plan for each SPA.

B. PRINCIPAL CONTACTS. The Principal Contacts for the State and the Forest Service are listed in Attachment A. This list may be updated as needed without formal modification to this Master Agreement.

C. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this Master Agreement and agree to actions essential to fulfill its purposes.

D. PROJECT PLANNING. The parties will meet as mutually agreed to discuss potential projects and jointly review the active project proposal list.

E. SUPPLEMENTAL PROJECT AGREEMENTS (SPA). Nothing in this Master Agreement obligates either party to offer or accept any project proposals under this Master Agreement. Any projects added to this Master Agreement must be by mutual consent of the parties through a specific SPA. At a minimum, an SPA must:

1. Include language stating that the SPA will be made a part of this Master Agreement thereby subjecting it to the terms of the Master Agreement.
2. Include a description of the project and agreed to activities. Requirements are further clarified in the SPA template.
3. As applicable, include a map and description of the project area, treatment activities and corresponding treated acres, and other agreed to activities.
4. Describe the desired end result of the project(s).
5. Designate a Forest Service representative and a State official to monitor their respective responsibilities outlined in the SPA.
6. Include a Financial Plan to identify each party's contribution, as applicable, for projects identified in the SPA.
7. Include any necessary forest restrictions and closure dates to allow the State to implement and complete the project(s) within the specified timeframes.
8. Provide necessary direction to the State to ensure compliance with appropriate laws and regulations to fulfill the terms of the SPA.
9. Identify any reporting requirements.
10. Be reviewed and approved by a Forest Service Grants Management Specialist.

11. Be mutually agreed to, in writing, by both parties and executed by the designated Signatory Officials.

In addition, if Timber Removal is anticipated, the SPA must include a detailed Timber Removal Plan, activities must be coordinated with the Forest Service, and the State's timber sale contract must be reviewed and approved by a Forest Service delegated timber contracting officer.

F. PROGRAM INCOME.

1. The State shall apply the standards set forth in this Provision to account for program income earned under the agreement.

2. If any program income is generated as a result of this agreement, the income shall be applied using the additive alternative as described in 2 CFR 200.307.

3. Unless the terms and conditions of the agreement provide otherwise, the State shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.

4. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the agreement and they comply with the applicable Cost Principles.

G. PERFORMANCE REPORTING. Performance reporting will be required for each SPA. There is no performance report required for this Master Agreement.

H. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or the State is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in this Master Agreement.

To the State Program Manager, at the address shown in this Master Agreement or such other address designated within this Master Agreement.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

I. PARTICIPATION IN SIMILAR ACTIVITIES. This Master Agreement in no way restricts the Forest Service or the State from participating in similar activities with other public or private agencies, organizations, and individuals.

J. ELIGIBLE WORKERS. The State shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality

Act (8 USC 1324a). The State shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement awarded under this Master Agreement.

K. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this Master Agreement, or benefits that may arise therefrom, either directly or indirectly.

L. DRUG-FREE WORKPLACE.

1. The State agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives Federal funding. The statement must
   a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
   b. Specify the actions the State will take against employees for violating that prohibition; and
   c. Let each employee know that, as a condition of employment under any agreement, the employee:
      (1) Shall abide by the terms of the statement, and
      (2) Shall notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.

2. The State agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
   a. The dangers of drug abuse in the workplace;
   b. The established policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation and employee assistance programs; and
   d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this Master Agreement, or the completion date of this Master Agreement, whichever occurs first.

4. The State agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the SPA number of each project which the employee worked. The notification must be sent to the Program Manager within ten calendar days after the State learn(s) of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, the State shall either:

a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

M. NONDISCRIMINATION. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

N. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to the State, or unexpended program income earned through a SPA under this Master Agreement must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.345.

Within a maximum of 90 days following the date of expiration or termination of this Master Agreement, all financial performance and related reports required by the terms of each SPA must be submitted to the Forest Service by the State.

If this Master Agreement and associated SPAs are closed out without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be

conducted later.

O. FREEDOM OF INFORMATION ACT (FOIA). Public access to Master Agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552) and/or pursuant to Montana's Right to Know provision found in Article II, Secton 9 of the 1972 Montana Constitution, and its implementing legislation, found in Title 2, Chapter 6 of the Montana Code Annotated.

P. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

Q. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. The State is encouraged to give public notice of the receipt of this Master Agreement and, from time to time, to announce progress and accomplishments.

The State may call on Forest Service's Office of Communication for advice regarding public notices. The State is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

R. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with approval of the Forest Service becomes property of the United States. These improvements are be subject to the same regulations and administration of the Forest Service as would other National Forest improvements of a similar nature. No part of this Master Agreement entitles the State to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.

S. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by any SPA under this Master Agreement that create and support afforestation/ reforestation efforts on NFS lands will not generating carbon credits. The Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.

T. TERMINATION BY MUTUAL AGREEMENT. This Master Agreement may be terminated, in whole or part, as follows:

- When the Forest Service and the State agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

- By 30 days written notification by either party, setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the Forest Service decides that the remaining portion of the Master Agreement must not accomplish the purpose for which the Master Agreement was made, the Forest Service may terminate the agreement upon 30 days written notice in its entirety.

Upon termination of a Master Agreement, the State shall not incur any new obligations for any SPA under the Master Agreement after the effective date, and shall cancel as many outstanding obligations as possible. The Forest Service shall allow full credit to the State for the Forest Service share of obligations that cannot be canceled and were properly incurred by the State up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

U. DISPUTES. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

V. DEBARMENT AND SUSPENSION. The State shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal government according to the terms of 2 CFR Part 180. Additionally, should the State or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

Additionally, the State will ensure that any sub-recipients or contractor provides assurance that they are not excluded, debarred, or suspended. The form AD-1048 will be completed by each sub-recipient or contractor and retained by the State.

W. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative

of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

X. MODIFICATION. Modifications within the scope of this Master Agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 30 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

Y. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. The end date, or expiration date is **10 years from the date of the last signature**. This instrument may be extended by a properly executed modification.

Z. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Master Agreement. In witness whereof, the parties have executed this Master Agreement as of the last date written below.

STEVE BULLOCK, Governor — Date: July 15, 2016
State of Montana

JOHN TUBBS, Director — Date: July 18, 2016
Montana Department of Natural Resources

LEANNE M. MARTEN, Regional Forester — Date: 7/18/16
U.S. Forest Service, Northern Region

The authority and format of this Master Agreement has been reviewed and approved for signature.

ELAINE D. HILLIARD — Date: 7/12/16
U.S. Forest Service, Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0239. The time required to complete this information collection is estimated to average 1 hour per response. The total response time to complete the entire package is estimated to average 4 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

ATTACHMENT A

PRINCIPAL CONTACTS

Individuals listed below are authorized to act in their respective areas for matters related to this Master Agreement.

Principal State Contacts:

State Project Coordinator	State Administrative Contact
Bob Harrington, Division Administrator Department of Natural Resources and Conservation 2705 Spurgin Road Missoula, MT 59804 Phone: 406-542-4300 Email: rharrington@mt.gov	Marci Anderson, Grant Management Spec. Department of Natural Resources and Conservation 2705 Spurgin Road Missoula, MT 59804 Phone: 406-542-4305 Email: marcianderson@mt.gov

Principal Forest Service Contacts:

Forest Service Project Coordinator	Forest Service Administrative Contact
Christine Dawe, Director Renewable Resource Mgt. U.S. Forest Service Northern Region 26 Fort Missoula Road Missoula, MT 59804 Phone: 406-329-3604 Email: cdawe@fs.fed.us	Elaine Hilliard, Grants Management Spec. U.S. Forest Service Northern Region 24 Fort Missoula Road Missoula, MT 59804 Phone: 406-329-3649 Email: ehilliard@fs.fed.us