FS Agreement No. 13-SA-11015600-063
Cooperator Agreement No.

MASTER
STEWARDSHIP AGREEMENT
Between The
State of Montana Department of Natural Resources and Conservation
And the
USDA FOREST SERVICE, Northern Region

This Master Stewardship Agreement is hereby made and entered into by and between the State of Montana Department of Natural Resources and Conservation, hereinafter referred to as "DNRC," and the USDA Forest Service, Northern Region, hereinafter referred to the "U.S. Forest Service," under the provisions of the Consolidated Appropriated Resolution, 2003, Public Law 108-7, sec 323, amending Public Law 105-277, sec. 327 (Stewardship Authority).

Background: In 2003 Congress authorized the U.S. Forest Service and the Bureau of Land Management to enter into stewardship contracts and agreements "to achieve land management goals for the national forests that meet local and rural community needs." The primary focus of this legislation is to achieve land management goals through stewardship projects awarded under contracts or agreements. Unique to the legislation is the ability to exchange goods for services that meet the land management objectives.

The area addressed in this Master Stewardship Agreement is known as the Northern Region. The project areas will be identified in the Supplemental Project Agreements (SPAs) and will lie within the National Forests of the Northern Region within the borders of the State of Montana. Each project area will include an un-estimated number of acres to be treated during the term of this Master Stewardship Agreement.

I. PURPOSE:

The purpose of this Master Stewardship Agreement is to document the cooperative effort between the parties for landscape restoration activities with the National Forests within the State of Montana in accordance with the following provisions and the hereby incorporated Template for Stewardship Supplemental Project Agreement (SPA), attached as Exhibit A.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is a land management agency dedicated to the wise use and management of National Forest System (NFS) lands, including the responsibility for maintaining and improving resource conditions.

The DNRC is a land management agency that operates similarly to the U. S. Forest Service. The mission of the DNRC is to sustainably manage Montana forests, rural lands, and communities through direct and cooperative wildland fire protection, sound forest management practices, and by promoting a viable forest and wood products industry.

The stewardship projects accomplished under this Master Stewardship Agreement may include, but are not limited to: commercial and non-commercial thinning of forest stands to meet a variety of objectives, such as, hazardous fuel treatments, forest stand health improvements, and habitat enhancement. In addition, stewardship projects that are non-timber related such as noxious weed control, hand slashing and piling for fuel reduction, water quality improvements such as road maintenance and improvements, culvert replacements, and stream restoration will also be accomplished.

This Master Stewardship Agreement will provide an opportunity for the parties to seek funding to expand partnership opportunities, and to garner new and additional support from partners, including but not limited to the timber industry, federal and non-federal entities, tribal entities, and DNRC's member and volunteers. Mission accomplishment for both parties will be furthered by the restoration of natural resources across the landscape.

All projects conceived under this Master Stewardship Agreement will undergo a collaborative process to determine specific habitat improvements. The collaborative process will ensure that the benefits of undertaking restoration activities are mutually beneficial to DNRC and the U.S. Forest Service as well as being beneficial to a wide diversity of interests involved in collaboration.

Both parties share an interest in improving the ecosystem condition and function of the landscape. A healthy landscape provides a variety of benefits beyond the needs of a single species, and therefore benefits both parties.

It is therefore mutually beneficial for the parties to work together to implement landscape restoration and enhancement projects.

In consideration of the above premises, the parties agree as follows:

III. THE PARTNER SHALL:

A. LEGAL AUTHORITY. DNRC has the legal authority to enter into this Master Stewardship 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 non-Federal share of project costs, when applicable.

B. Perform in accordance with any mutally approved Supplemental Project agreements tiered to this Master Stewardship Agreement.

C. Explore any opportunities for additional support from other parties for projects associated with this Master Stewardship Agreement.

D. Provide any nessesary training and supervision to additional partners in C. above.

E. Fully collaborate with the U.S. Forest Service in identifying and selecting future stewardship restoration projects in the project area.

IV. THE U.S. FOREST SERVICE SHALL:

A. Have the Regional Forester or authorized designee approve all stewardship project proposals.

B. Complete all necessary National Environmental Policy Act (NEPA) requirements.

C. Inform DNRC of any changes in stewardship policy, law and regulations.

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

E. In mutual agreement with the DNRC, prepare and perform all Supplemental Project Agreements tiered to this Master Stewardship Agreement.

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

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

Principal U.S. Forest Service Contacts:

U.S. Forest Service Stewardship Coordinator	U.S. Forest Service Grants & Agreements Contact
Name: Jim Innes Address: 200 E. Broadway City, State, Zip: Missoula, MT, 59802 Telephone: 406-329-3149 FAX: Email: jinnes@fs.fed.us	Elaine Hilliard P.O. Box 7669 Missoula, MT 59807 406-329-3649 FAX: 406-329-3682 Email: ehilliard@fs.fed.us

Principal DNRC Contacts:

Partner Stewardship Coordinator	Partner Administrative Contact
Name: Paula Short Address: 2705 Spurgin Road City, State, Zip: Missoula, MT, 59804 Telephone: 406-542-4300 FAX: 406-542-4217 Email: paulashort@mt.gov	Name: Marci Anderson Address: 2705 Spurgin Road City, State, Zip: Missoula, MT, 59804 Telephone: 406-542-4300 FAX: 406-542-4217 Email: marcianderson@mt.gov

B. AVAILABILITY FOR CONSULTATION. Both parties agree to be available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

C. ANNUAL MEETING. At a minimum, the parties will meet annually to discuss potential stewardship projects and jointly review the active stewardship project proposal list.

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

1. Include language stating that the SPA will be made a part of this Master Stewardship Agreement thereby sujceting it to the terms of this Master Stewardship Agreement.
2. Include a map and description of the project area, treatment activities and corresponding treated acres, and other activities which may include other resource related projects.
3. Specify a method of designating trees for removal.
4. Describe the desired end result of the project(s).
5. Specify the exchange of goods for services. The U.S. Forest Service may apply the value of timber or other forest products removed as an offset against the cost of services received by DNRC.
6. Designate a U.S. Forest Service and DNRC official to monitor their respective responsibilities outlined in the SPA.
7. Include a Financial Plan to identify each parties contributions for projects identified in the SPA.
8. Identify appropriate bonding requirements.
9. Include any necessary forest restrictions and closure dates to allow DNRC to implement and complete the project(s) within the specified timeframes.
10. Provide necessary direction to DNRC to ensure compliance with appropriate laws and regulations to fulfill the terms of the SPA.
11. Idenfity any reporting requirements.
12. Be reviewd and approved by a delegated timber contracting officer when forest products will be disposed.

13. Be reviewed and approved by a U.S. Forest Service Grants & Agreements Specialist.
14. Be Mutually agreed to, in writing, by both parties and executed by the designated Forest Supervisor.

E. PERFORMANCE. The parties will perform in accordance with this approved SPAs.

F. EXCHANGE OF GOODS FOR SERVICES. SPA(s) may be completed where U.S. Forest Service goods are exchanged for DNRS's services; U.S. Forest Service funds are exchanged for DNRC's services; or a combination thereof.

G. TECHNICAL AND COST EVALUATION. Best approach determination is the evaluation method used by the Forest Service to approve stewardship agreement technical proposals. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to:

1. The extent of mutual interest and benefit.
2. The advantages and effectiveness of mutual participation.
3. Joint expertise.
4. Past performance.
5. Technical approach
6. Factors relevant to cost such as volunteer participation, contribution from other parties, cost sharing, and so forth.
7. Ability to utilize, educate and/or train a local workforce.
8. Benefits to the local community.
9. Ability to complete work in a timely manner.
10. Experience in performing similar work.
11. Ability to conduct work in an environmentally sound manner.

H. NONLIABILITY. U.S. Forest Service does not assume liability for any third party claims for damages arising out of this Master Stewardship Agreement.

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

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

To DNRC, at the DNRC's address shown in this Master Stewardship Agreement or such other address designated within the Master Stewardship Agreement.

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

J. PARTICIPATION IN SIMILAR ACTIVITIES. This Master Stewardship Agreement in no way restricts the U.S. Forest Service or DNRC from participating in similar activites with other public or private agencies, organizations, and individuals.

K. ENDORSEMENT. Any of MT DNRC's contributions made under this Master Stewardship Agreement do not by direct reference or implication convey U.S. Forest Service endorsement of MT DNRC's products or activities.

L. USE OF U.S. FOREST SERVICE INSIGNIA. In order for DNRC to use the U.S. Forest Service insignia on any published media, such as a webpage, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

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

N. DRUG-FREE WORKPLACE.

1. DNRC agrees that it will publish a drug-free workplace statement and provide a copy to each employee who is 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 recipient will take against employees for violating that prohibition; and
   (c) Let each employee know that, as a condition of employment under any award, the employee:

      (i) Must abide by the terms of the statement, and

      (ii) Must notify the Cooperator in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than 5 calendar days after the conviction.

2. DNRC agrees 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

and

(d) The penalties that may be impose upon the employee 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 instrument, or the completion date of this instrument, whichever occurs first.

4. DNRC 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 award/agreement number of each instrument on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after the DNRC learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, DNRC must 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 progrm approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

O. NONDISCRIMINATION. DNRC shall comply with all applicable Federal statutes relating to nondiscrimination. This includes all applicable requirements of all other Federal laws, Executive orders, regulations, and policies. These include but are not limited to Sections 119 and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of race, color, religion, sex, age, national origin, marital status, familial status, sexual orientation, participation in any public assistance program, or disability.

P. ELIGIBLE WORKERS. DNRC 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 Cooperator 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 instrument.

Q. STANDARD FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

DNRC shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

DNRC shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

DNRC shall maintain effective control over and accountability for all Forest Service funds, real property, and personal property assets. DNRC shall keep effective internal controls to ensure that all U.S. Federal funds received are separately and properly allocated to the activities described in the award/agreement. DNRC shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

4. Payments

Payment is typically made by reimbursement; advances may be used on a case-by-case basis and the need shall be documented. Do not use retained receipts for advance payment(s). An authority to allow advance payments will be added to the SPA. When applicable, DNRC shall establish and maintain specific procedures to minimize the time elapsing between the advance of federal funds and their subsequent disbursement. Any advance requested by DNRC must be expended within 30 days of receipt.

5. Source Documentation

The Cooperator shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth.

R. AGREEMENT CLOSEOUT. The DNRC shall close out the Agreement within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to the DNRC must be immediately refunded to the U.S. Forest Service, including any interest earned.

Within a maximum of 90 days following the date of expiration or termination of this Agreement, all financial performance and related reports required by the terms of the instrument must be submitted to the U.S. Forest Service by the DNRC.

If this Agreement is closed out without audit, the U.S. 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.

S. PROGRAM PERFORMANCE REPORTS. DNRC shall monitor the performance of the SPA activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period.. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

DNRC shall submit semi-annual performance reports to the Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with the DNRC's final payment request, or separately, but not later than 90 days from the expiration date of the SPA's.

T. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. DNRC shall retain all records pertinent to this instrument for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. DNRC shall provide access and the right to examine all records related to this instrument to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

DRNC shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this section shall not be limited to the required retention period but shall last as long as the records are kept.

U. FREEDOM OF INFORMATION ACT (FOIA)AND RIGHT TO KNOW. Public access to Master Stewardship Agreement records shall not be limited, except then such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulation (5 U.S.c. 552), and/or pursuant to Montana's Right to Know

provision found in Article II, Section 9 of the 1972 Montana Constitution, and its implementing legislation, found in Title 2, Chapter 6 of the Montana Code Annotated.

V. PUBLIC NOTICES. It is U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. DNRC is/are encouraged to give public notice of the receipt of this award/Master Stewardship Agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

" of the U.S. Forest Service, Department of Agriculture, ."

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

W. RIGHT TO TRANSFER EQUIPMENT AND SUPPLIES. Equipment approved for purchase under this Master Stewardship Agreement is available only for use as authorized. The U.S. Forest Service reserves the right to transfer title to the federal government of any equipment with a current per-unit fair market value of $5,000 or more purchased with U.S. Forest Service funding. Upon expiration of this Master Stewardship Agreement, DNRC shall forward an equipment inventory to the U.S. Forest Service, listing all equipment purchased with U.S. Forest Service funding throughout the life of the project. Disposition instructions shall be issued by the U.S. Forest Service within 120 calendar days from termination date of this Master Stewardship Agreement.

X. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this Master Stewardship Agreement is not available for reimbursement of DNRC's purchase of equipment and supplies. Equipment is defined as having a fair market value of over $5,000 per unit and a useful life of over one year.

Y. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with DNRC's contributions shall if expressly authorized by DNRC, shall become the property of the U. S. Forest.

Z. CONTRACT REQUIREMENTS. If DNRC issue(s) a contract, it shall be awarded consistent with the State of Montana contracting law. Additionally, federal wage provisions (Davis-Bacon or Service Contract Act) are applicable to any construction contract developed and awarded under this Master Stewardship Agreement where all or part of the funding is provided with U.S. Forest Service funds. Davis-Bacon wage rates apply on all public works contracts in excess of $2,000 and Service Contract Act wage provisions apply to service contracts in excess of $2,500.

AA. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATION AND AUDIOVISUALS. DNRC shall acknowledge U.S. Forest Service support in any

publications, audiovisuals, and electronic media developed as a result of this Master Stewardship Agreement.

BB. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. DNRC shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any federal funding.

> ***"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)***
>
> To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."
>
> If the material is too small to permit the full statement to be included, the material shall, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider

CC. REMEDIES FOR COMPLIANCE RELATED ISSUES. If DNRC materially fails to comply with any term of the instrument, whether stated in a Federal statute or regulation, an assurance, the agreement, or elsewhere, the U.S. Forest Service may take one or more of the following actions:

(1) Temporarily withhold cash payments pending correction of the deficiency by the DNRC or more severe enforcement action by the U.S. Forest Service;
(2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
(3) Wholly or partly suspend or terminate the current Master Stewardship Agreement for the DNRC's program;
(4) Withhold further awards for the program, or
(5) Take other remedies that may be legally available, including debarment procedures under 7 CFR part 3017.

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

1. When the U.S. Forest Service and DNRC agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by the DNRC to the U.S. Forest Service setting forth the

reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the grant must not accomplish the purpose for which the grant was made, the U.S. Forest Service may terminate the Master Stewardship Agreement upon 30 days written notice.

If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the instrument will not accomplish the purposes for which the instrument was made, the U.S. Forest Service may terminate the Master Stewardship Agreement in its entirety.

Upon termination of an Master Stewardship Agreement, DNRC shall not incur any new obligations for the terminated portion of the Master Stewardship Agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to DNRC for the U.S. Federal share of the non-cancelable obligations properly incurred by DNRC up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

EE. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. 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.

FF. DEBARMENT AND SUSPENSION. DNRC shall immediately inform the U.S. 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 DNRC or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

GG. COPYRIGHTING. DNRC is/are granted sole and exclusive right to copyright any publications developed as a result of this Master Stewardship Agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this Master Stewardship Agreement.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by the DNRC under this Master Stewardship

Agreement.

- Any right of copyright to which the DNRC purchases ownership with any federal contributions.

HH. PUBLICATION SALE. The DNRC may sell any publication developed as a result of this agreement. The publication may be sold at fair market value, which is initially defined in this agreement to cover the costs of development, production, marketing, and distribution. After the costs of development and production have been recovered, fair market value is defined in this agreement to cover the costs of marketing, printing, and distribution only. Fair market value must exclude any in-kind or federal government contributions from the total costs of the project.

II. When DNRC is seeking bids for product removal and/or stewardship items, both parties agree that the product rates and stewardship item costs used at the approval of the SPA may be based upon tentative value and planned costs. Both parties agree to establish actual rates for both product and stewardship items prior to commencement of operations. DNRC will notify the U.S. Forest Service in writing 60 days in advance to request appraisal prior to seeking formal bids. Both parties agree to modify the SPA with these actual values and costs. Modified product values shall be greater than or equal to the reappraised rates and value.

Post commencement of work, if there is a change from the established stewardship item rates, the SPA will be modified to increase or decrease the amount of services provided by DNRC, accordingly. Post commencement of work product value rate redeterminations are subject to authorizing regulation.

JJ. MODIFICATION. Modifications within the scope of this Master Stewardship 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 U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

The U.S. Forest Service and DNRC are not obligated to fund any changes not properly approved in advance.

KK. COMMENCEMENT/EXPIRATION DATE. This Master Stewardship Agreement is executed as of the date of the last signature and is effective through 10/01/2023 at which time it will expire, signed and dated by all properly authorized, signatory officials.

LL. 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 Stewardship Agreement. In witness whereof, the parties have executed this Master Stewardship Agreement as of the last date written below.

9-26-13

JOHN TUBBS, DNRC Director — Date

Montana Department of Natural Resources and Conservation

9/25/13

FAYE L. KRUEGER, Regional Forester — Date

U.S. Forest Service, Northern Region

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

//s // Elaine D. Hilliard 9/25/2013 Elaine Hilliard 9/25/13

ELAINE D. HILLIARD — Date

U.S. Forest Service Grants & Agreements 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 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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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.