This scope of work is based on the assumption that an environmental assessment will be prepared for this project. The environmental assessment will be attached as an appendix to this scope of work. If the Forest Service determines, based on scoping or subsequent analysis, that an environmental impact statement is required, it will be attached to this scope of work as an appendix. The Forest Service reserves the right to make any revisions to this scope of work based on any changes in estimated Agency processing or monitoring costs.

I. PROCESSING TIMELINE

TASK	APROX START DATE	ESTIMATED TIME REQUIRED	RESPONSIBLE PARTY
Review Application	06/05/14	45 days	Forest Service (FS)
Cost Recovery Agreement & selection of 3 rd Party Contra	12/31/14 actor	15 days	FS, Applicant
Public Notification - newspapers - scoping letters	1/30/15	30 days	FS, Applicant
Scoping Meetings - agency - public	1/30/15	1 day 1 day each	FS, Applicant FS, Applicant
Alternative Development (driven by public comments)	2/28/15	as required	FS, Applicant
Field Review and Specialist's Reports	3/31/15	45 days	FS, Applicant, 3 rd party contractor
Preparation of the EA	2/28/15	45 days	3 rd Party Contractor
Internal Review EA	3/30/15	30 days	FS
Public Notice & Comment	4/30/15	30 days	Public
Issue Draft Decision Notice	5/30/15	5 days	FS
Objection Period	8/17/15	45 - 75 days	Public
If Approved Issue Authorization & Monitoring Cost Recovery	9/15/15	30 days	FS
Pre-Construction Meeting	TBA	1 day	FS
Start Construction & Compliance Inspections	TBA	As required	FS

Information to be Supplied by Applicants

Technical drawings; plans for construction, operation and maintenance; survey drawings; and other information specifically related to the proposed project

Consultant Statement of Work

Specify the studies/documents that the Forest Service is requiring. This information is necessary to clearly identify the statement of work to be performed by the applicant/consultant.

Centerline survey

Biological Assessment and Evaluation for ESA (plant, animal, aquatic) for consultation with USFWS

Cultural Resource Survey

Water & Soil Evaluations

Plan of Development and Best Management Practices

Coordination with Other Agencies

USDA Forest Service will coordinate this proposed project with at least the following other agencies:

US Fish and Wildlife Service

Local Native American Tribes

State Department of Fish and Game

Environmental Groups

State Historic Preservation Department

Grand Canyon Unified School District

NPS-Grand Canyon National Park

Agency Statement of Work

Review Application, Plan of Development, Best Management Practices Review technical reports/surveys provided by Applicant/Consultant Meet with Applicant/Consultant and/or subcontractors Write Decision Document Prepare Authorization if Use Approved

Environmental Analysis

(See section III. Third Party NEPA)

II. FINANCIAL PLAN

(Agency cost for processing Application)

Estimate for Fiscal Year(s) 2014 & 2015

PROCESSING

Personnel Needed for Processing	Estimated Processing Hours		Estimated Labor Costs
Permit Administrator/Case Manager	240		\$9,907.20
Hydrologist	120		\$10,515.60
Wildlife Biologist	120		\$15,399.20
Other Specialist	24		\$4,644.80
Tribal Liaison for Navajo Tribe	40		\$1,531.20
Tribal Liaison for all tribes	120		\$5,580.00
Range	24		\$897.12
Fire/Fuels	24		\$722.16
Recreation	24		\$1,145.76
NEPA Coordinator (Forest)	64		\$3,226.24
Other Specialist	16		\$561.92
Engineer	24		\$1,163.04
Timber/Silviculture	24		\$722.16
NEPA coordinator (district)	120		\$4,935.60
Forest Archeologist	160		\$8,288.00
TOTAL	7	TOTAL	
HOURS	<u>1,144</u> I	LABOR	\$49,515.68
Travel: Estimated Tribal Trips 1 @ \$500.00 per trip Vehicle mileage: Estimating 200 miles per month at		\$ <u>500.00</u> \$1,000.00	
Misc. Supplies (copies and postage)			\$ 300.00
Printing/Publication			\$ 400.00
			\$ 400.00
Calculation	Total Operating Costs		\$ <u>2,200.00</u>
Total Labor Costs			\$49,515.68
Total Operating Costs			\$ <u>2,200.00</u>
Total Direct ((abon and Oneratine)	Conto	\$51,715.68

Total Direct (Labor and Operating) Costs

Indirect Cost Rate 8% (as given in SUDS) (Determined by ASC) \$4,137.25 (Based on current National Overhead Rate published in the Annual Program Direction)

PROCESSING GRAND TOTAL

\$55,852.93 rounded to \$55.853.00

III. Applicant/Third Party Contract/Agency Responsibilities

A. PURPOSE

The purpose of this Scope of Work is to articulate the working arrangement whereby a third-party contractor (Prime Consultant) will be chosen by the Forest Service, in consultation with the Applicant, to prepare an environmental analysis to analyze the –application for special use authorization for the Proposed Roadway Easements from the Town of Tusayan, AZ submitted to the Forest Service by the Applicant to provide access to private in-holdings parcels on the Tusayan Ranger District of the Kaibab.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS.

The Forest Service has discretion to accept and approve the Applicant's proposal, and as part of this approval process must comply with the National Environmental Policy Act of 1969 (NEPA), the National Forest Management Act of 1976, the Forest Service special-use permit regulations in 36 C.F.R. 251, and other applicable statutes, regulations, Executive orders, and the Forest Service Manual and Handbook direction (collectively, the applicable legal requirements) before any action can proceed.

Based upon the project description and other information provided by the Applicant, and an initial assessment of the Project, the Forest Service has determined that X an Environmental Assessment (EA) must be prepared to determine whether an Environmental Impact Statement (EIS) is required or a Finding of No Significant Impact is required, or an Environmental Impact Statement must be prepared. The NEPA documents will be prepared by a contractor in a manner consistent with the applicable legal requirements.

The parties agree that the analysis will be given a high priority, will be initiated and completed promptly, will utilize existing information and resource specialists to the greatest extent appropriate, will focus on key environmental issues, and will provide an opportunity for full participation by interested members of the public and governmental agencies consistent with the applicable legal requirements.

The parties recognize that the Forest Service retains sole responsibility for making decisions with regard to the analysis.

C. IN CONSIDERATION OF THE ABOVE, THE PARTIES AGREE AS FOLLOWS:

1. It is understood by the Applicant and the Forest Service that the analysis will be prepared by a Prime Consultant, hired from a list of Forest Service approved contractors and paid for by the Applicant. The Prime Consultant will be chosen solely by and serve under the direct supervision and control of the Forest Service. The Prime Consultant's work product will be considered Forest Service work product owned by the Forest Service because it will be prepared under Forest Service supervision and is intended to meet legal requirements that apply to the Forest Service. The Prime Consultant may obtain technical assistance or information from one or more independent, third-party subcontractors subject to Forest

Service approval. The combination of the Prime Consultant and any required subcontractors working under the direction of the Forest Service Case Manager should be sufficient to prepare the analysis.

- 2. Based upon a review of the project and the information developed to date, the Forest Service and the Prime Consultant will make every effort to meet a time schedule mutually agreed upon in writing by the Applicant and the Forest Service. The schedule may be subsequently modified by mutual agreement of the parties due to events or conditions beyond the control of the parties. In this event, the Forest Service will work with the applicant on a new schedule.
- 3. Meetings between the Applicant and the Forest Service, for the purpose of exchanging facts and/or information, and updating the status of the analysis, will occur during the project planning stages at the following key points in the planning part of the process:
 - a. Prior to selection of the Prime Consultant or subcontractors.
 - b. Prior to establishing a written time schedule for the preparation of the analysis and prior to modifications thereto.
 - c. The pre-work meeting with the Prime Consultant to review this Scope of Work.
- 4. These meetings in no way limit the communications between the Applicant and the Forest Service regarding questions of procedural matters, scope of analysis, technical feasibility, mitigation, or other matters. All such meetings will generally include the Forest Service Case Manager, Deirdre A. McLaughlin and the principal contact of the Applicant, Will Wright, Town Manager.
- Once the NEPA process has started (when the scoping letter is sent out), contact by the Applicant with the Prime Consultant or the Forest Service will be limited to matters of budget, process, technical information and/or clarifications and scheduling (see F.3 and F.4).

D. THE FOREST SERVICE SHALL:

1. Establish a principal point of contact for the Forest Service (see F.12) as the Case Manager on all matters relating to the environmental analysis and the preparation of the document. The duties of the Case Manager shall include oversight of all analyses using past relevant studies and reports, and information supplied by the Applicant, the Forest Service, other agencies, the Prime Consultant, and any subcontractors where necessary; facilitate communications between the Forest Service, the Applicant, the Prime Consultant, and subcontractors to assure a timely and thorough exchange of relevant information among the parties; oversee the public involvement plan developed by the Forest Service, including, without limitation, all necessary scoping meetings and other public reviews; and be responsible for other duties as required to complete the analysis. The goal is to facilitate appropriate and efficient communication between the Forest Service, the Prime Consultant,

the Applicant, the public and affected Federal, State, and local agencies, to expedite the flow of information necessary for the analysis.

- Consider the views of the Applicant, in choosing the Prime Consultant and manage the contract. Select the Prime Consultant based on past experience, technical competence, availability to perform work, cost factors, and an absence of conflict of interest.
- Assist the Applicant, as necessary, with preparation of the contract with the Prime Consultant. The contract will be in accordance with the terms of the Scope of Work.
- 4. Furnish copies of the following information to the Prime Consultant and/or Applicant:
 - a. The Prime Consultant shall be provided with the agreed-upon schedule of work between the Forest Service and the Applicant.
 - An outline of the format to be used and the contents of the analysis as specified at 40 CFR 1500-1508.
 - A copy of the Forest Plan, Forest Plan environmental analysis, and Record of Decision with all amendments.
 - d. Copies of the statutes, regulations, Executive orders, Forest Service Manuals and Handbooks which control or guide the preparation of the analysis and the formulation of the legal concerns related to each of the issues.
 - e. The Prime Consultant shall be provided with written comments or reports prepared by Forest Service the Interdisciplinary Team.
 - f. Letters, comments or other materials received by the Forest Service from interested parties or agencies in the scoping session, comments on the document, or at other stages in the analysis process.
- 5. Meet with the Prime Consultant throughout the preparation of the [X] EA [] EIS to discuss at a minimum the following topics:
 - a. The significant issues that will be addressed in the analysis.
 - b. The design criteria for the proposed action and the alternatives to the proposed action.
 - c. The alternatives to be analyzed in detail and the alternatives that will not be analyzed in detail.
 - d. The changes to the [X] EA [] EIS required by the comments received from the public.
 - Proposed mitigation measures and analysis and disclosures required by those measures.
- Make its own independent evaluation of the information submitted by the Prime Consultant, subcontractors, the applicant, or others, and have responsibility for its accuracy (40 CFR

1506.5(b)). Make the final determination of the inclusion or deletion of material from the analysis and in all instances involving questions as to the content of any material (including all data, analysis, and conclusions).

- 7. Convene a Forest Service Interdisciplinary Team (ID Team) as required by 40 CFR 1500 to oversee the environmental analysis. It is anticipated that the ID Team will function principally as a review team, providing technical guidance to the Project Manager, Prime Consultant, and subcontractors regarding the issues and alternatives to be addressed in the analysis. They will provide input and guidance on the adequacy of existing data and studies, and such additional matters as are useful to the prompt and efficient completion of the analysis in compliance with the applicable legal requirements. Every effort will be made to avoid duplication of tasks between the Case Manager, Prime Consultant, subcontractors, and ID Team members and to focus the analysis on significant issues.
- 8. Provide the necessary personnel and other resources to complete their responsibilities in a timely and professional manner.
- 9. Upon request, make available all records provided to the USDA Forest Service, pursuant to the provisions of the Freedom of Information Act (FOIA), 5 U.S.C.552 and the Privacy Act, 5 U.S.C. 552a. Submitters of business information will be provided prompt notification of a request for that information. The business information submitter will be given reasonable time in which to object to the disclosure of any specified portion of the information. The business information submitter will be notified of any determination to disclose such records prior to the disclosure date, in order that the matter may be considered for possible judicial intervention. Business information submitters will be promptly notified of all instances in which FOIA requesters bring suit seeking to compel disclosure of submitted information. 7 CFR 1.12.
- 10. Coordinate the release of the Decision Document.
- 11. Supervise the preparation of the analysis in compliance with applicable legal requirements including, but not limited to, public review of the analysis, analysis of public comments, and decision documentation. In exercising this responsibility, the Forest Service will endeavor to foster cooperation among other relevant agencies and to integrate NEPA requirements with other environmental review and consultation requirements in order to avoid, to the fullest extent possible, duplication of efforts by such agencies. (40 CFR 1500.5(g)-(h), 1501.2(d)(2), 1506.2) However, the Forest Service will not delegate to any other agency its authority over the scope and content of the analysis or its approval of the Project.
- 12. Via the Prime Consultant, and consistent with the applicable legal requirements, maintain the official administrative record for the project until the decision is signed. At that time, the project record will be delivered to the Forest Service.
 - a. The Forest Service shall provide direction to the Prime Consultant for design, organization, indexing, preparation, and maintenance of the administrative record for the project.

- b. The Prime Consultant and subcontractors shall document the sampling, testing, field observations, literature searches, analysis, recommendation, and other work which provides source material for the analysis, and any Supplements to them. The Prime Consultant and subcontractors shall also document all the Forest Service's records in a similar and compatible manner.
- c. The documentation shall be assembled in some organizational system which will make it possible for the responsible official to refer conveniently to specific documents or pages within documents. The source documents shall be listed. The list shall show the date, author, addresses, subject, and document or page number. The list shall be an appendix to the analysis and used to incorporate by reference the items on the list in the analysis.
- d. The list shall be prepared on a current basis throughout the environmental analysis and documentation processes so that it reflects the following information for each document: date, document number, page number, author, addressee, issue, subissue, and by page number. Provision should be made for printing reports of the sorted information.
- e. Two complete copies of the record will be available to the public during the Draft analysis comment period. Any documents added after the comment period is prepared shall be included in the set of documents.
- 13. Through the Case Manager, develop a protocol, appended as Attachment A, on page 13 (the "Protocol"), to facilitate communication and coordinate the exchange of information between the Applicant, the Forest Service, and the Prime Consultant. All such communications will be part of the Forest Service's deliberative process regarding the proposed project. This protocol will be determined considering the complexity of the proposed action, the Federal Advisory Committee Act, the Freedom of Information Act, and related agency guidance.
- 14. The Case Manager will keep the Applicant informed of the status of the analysis and will discuss with the Applicant any additional data needs, and of changes needed in the terms of the third-party contracts.
- 15. Via the Prime Consultant and subcontractors, and as documented in their respective written contracts, and consistent with the applicable legal requirements:
 - a. Develop a public involvement plan for the public scoping.
 - b. Arrange for and participate in the agency and public scoping meetings and make available to the Applicant and the public any summary of the results.
 - Design visual aids for meetings and open houses including maps, handouts, poster boards, mailers, and so forth.

- d. Develop an information mailer/newsletter and news releases for the scoping period and comment period, as well as for the release of the final analysis and decision documents.
- e. Develop a mailing list and, at the direction of the Forest Service, draft responses to comments for Forest Service approval.
- f. Be responsible for conducting and completing all necessary studies, inventories, and suitable reports for all resource values in the scoping process. These resource values may include but not be limited to: Cultural features; sensitive, threatened and endangered plant and animal species; wetlands; visual esthetics; fisheries; and riparian zones and tundra environments.
- 16. Invite the Applicant to attend meetings with Federal, State, regional, and local agencies and the public whenever possible and as appropriate (for example, discussions on procedural matters; physical, biological, and social issues; the proposal and alternative actions; impacts and their mitigation; and other compliance requirements).
- 17. Meet with the Applicant as early as possible to discuss the project description, and various components of the analysis as needed to determine mitigation measures necessary to avoid or mitigate adverse impacts.
- Address Applicant-proposed alternatives and respond to comments submitted by the Applicant during the analysis process, whether of a procedural or substantive nature.
- 19. Be responsible for the public review of the analysis, public hearings, analysis of public comments, distribution of the documents, within established time frames, with input as required from the Applicant.
- 20. Be recipient of all comments on the Draft analysis resulting from the public comments. Determine any necessary modification of the text as a result of public comments with input from the Applicant.
- 21. To the fullest extent possible, utilize existing information, inventories, studies, and reports to support the analysis. Accept and utilize information submitted within the established time schedule by the Applicant, consultants working for the Applicants, and other parties provided that such information can be verified by the Forest Service and is accurate as required by 40 CFR 1506.5(a) and (c).

E. THE APPLICANT SHALL:

- 1. Establish a principal point of contact (see F.12) for the Applicant on all matters relating to the environmental analysis.
- Select a Prime Consultant from the Forest Service list of qualified contractors for the completion of the analysis on the Project which will be subject to review and written

acceptance by the Forest Service. The Applicant's views on the selection of a Prime Consultant will be solicited and considered, but the Prime Consultant will be selected solely by the Forest Service.

- 3. Require a disclosure statement to be executed by the Prime Consultant, the Prime Consultant's professional personnel, and the Prime Consultant's subcontractors stating that the Prime Consultant, the Prime Consultant's professional personnel and the Prime Consultant's subcontractors have no financial interest in the outcome of the analysis or any Biological Assessment pertaining to the project proposed by the Applicant (40 CFR 1506.5(c)).
- 4. Provide to the Prime Consultant or the Forest Service any justifiable, necessary, or relevant technical or environmental information it may have, which is needed (at the Forest Service's discretion) for analysis preparation.
- 5. Respond to data requests and provide review comments (for example, on description of the project and changes thereto) within a reasonable time set by the Forest Service. If the Applicant fails to provide requested materials on schedule, the analysis schedule will be adjusted by the Forest Service to the extent necessary for timely completion of the proposal.
- Provide information about the practicality and feasibility of design criteria, mitigation measures, and related agreements as requested by the Forest Service.
- 7. Be solely responsible for all Primary Consultant and subcontractor fees, costs, and expenses and make no claim against the Forest Service for such fees, costs, and expenses.
- 8. Fund all reproduction, printing, and distribution of preliminary, Draft, and Final documents, unless otherwise agreed to by the Forest Service.
- Provide in contracts with the Prime Consultant and any subcontractors that they are not to conduct public surveys or questionnaires without prior approval of the Forest Service.

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

- The Prime Consultant will be under the supervision of the Forest Service, and the Forest Service will make the final determination concerning the scope and contents of the consultant's work. The contract between the Applicant and the Prime Consultant will specify compliance with all applicable legal requirements.
- All information and data collected by the Prime Consultant and any subcontractors will be inserted in the administrative record.
- The complexity and the independent nature of the NEPA process requires a common understanding of the roles of the Forest Service personnel, the Applicant, the Prime Consultant, and other interested persons, agencies, and organizations. The role of the

Applicant is the same as it would be if the process were being entirely performed by Forest Service personnel, with no Applicant financing.

- 4. The independent nature of the NEPA process creates the need to conduct the process with integrity. As specified in D.13, the Forest Service Case Manager will establish the process for the efficient flow of communication between the Prime Consultant, the Applicant, and the Forest Service. Oral and written communications among ID Team members are protected from disclosure to preserve the integrity of the deliberative process. Individuals who disclose this kind of information to the public and/or the applicant will be excluded from further participation in the analysis.
- The Prime Consultant is an important part of the interdisciplinary process and will aid and support the Forest Service ID Team.
- All planning data, maps, files, reports, computer, audio or video tapes, and disks and other records will be made a part of the permanent administrative record.
- 7. In the event of a challenge to the legality or adequacy of the Forest Service compliance with NEPA with respect to the proposal of the Applicant, the Applicant, the Prime Consultant, the Prime Consultant's professional personnel, and the subcontractors shall, at the Applicant's expense, make available to the Federal Government all pertinent non-privileged information under their control, and to the extent reasonable, discuss such information with the Government, and testify at deposition or trial regarding such information.
- 8. As required by NEPA, the Forest Service will give full consideration to a "No Action Alternative" and other alternatives identified by the ID Team that are technically and economically feasible and address the purpose and need and significant issues. The Applicant's financing of this analysis will have no bearing on the consideration given to the "No Action" or other alternatives.
- 9. Either party, in writing, may terminate the Cost Recovery Agreement (FS-2700-26) in whole, or in part as stated in clause C.11 of that Agreement, at any time before the date of expiration. In the event of termination, it is agreed to as follows:
 - a. The analysis preparation process will terminate.
 - b. All documentation, reports, analyses, and data used in the analysis developed by the Applicant, the Prime Consultant, or the Prime Consultant's subcontractors up to the date of termination will be delivered to the Forest Service and be placed in the administrative record.
 - c. The Applicant's contract with the Prime Consultant will require the Prime Consultant to submit to the Forest Service a written report on the environmental work and analyses done by the Contractor.

- d. Preparation of the analysis may be initiated by the Forest Service, consistent with federal government manpower and budget limitations.
- 10. Any information furnished to the Forest Service under this Scope of Work is subject to the Freedom of Information Act (5 U.S.C. 552).
- This Scope of Work in no way restricts the Forest Service or the Applicant from
 participating in similar activities with other public and private agencies, organizations, and
 individuals.
- 12. The principal contacts for this Scope of Work are:
 - For the Forest Service: Deirdre A. McLaughlin, Williams and Tusayan Ranger District, Lands and Minerals Staff Officer, 928/635-5662
 - For the Applicant: Will Wright, Town Manager, Town of Tusayan 928/638-9909
- 13. Nothing in this Scope of Work must obligate either the Forest Service or the Applicant to obligate or transfer funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and the Applicant will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This Scope of Work does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
- 14. This Scope of Work is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
- 15. This Scope of Work may be amended upon mutual written agreement of all parties.

Attachment A Communication Protocol

A. The Purpose:

The purpose of this communication protocol is to facilitate communication and coordinate the exchange of information between the Applicant, the Forest Service, and the Prime Consultant. All such communications will be part of the Forest Service's deliberative process regarding the proposed project. This protocol will be determined considering the complexity of the proposed action, the Federal Advisory Committee Act, the Freedom of Information Act, and related agency guidance.

Oral and written communications among ID Team members are protected from disclosure to preserve the integrity of the deliberative process. Individuals who disclose this kind of information to the public and/or the applicant will be excluded from further participation in the analysis.

B. The Goals:

The goal of this protocol is to coordinate how, when, and who will be contacted during the different phases of the application processing and NEPA analysis of the proposed easement for the Town of Tusayan, starting with the signing of the Cost Recovery Agreement through to a decision of the NEPA process.

C. Audiences:

The different audiences of this communication protocol for the project are:

- The Forest Service
- The Prime Consultant
- The Applicant, the Town of Tusayan
- The applicants Authorized Agents, including the Stilo Development Group, USA representatives
 as stated in the Town of Tusayan's application for an easement
- Coordinating Agencies (NPS, USFWS, AZG&F, SHPO, local Tribes, GCUSD, etc.)

D. Communication Tools:

Communications include all written, spoken, and electronic interaction with audiences. This communication protocol encompasses objectives, goals, and tools for all communications, including but not limited to:

- periodic print publications;
- online communications:
- meeting and conference materials;
- · media relations and public relations materials;
- legal documents;
- incoming communications, including reception procedures and voice mail and email content;
- · team communiques;
- surveys;
- certificates and awards;
- · specialist reports; and appropriate NEPA documentation
- signage;
- · speeches; and
- invoices.

Attachment A Communication Protocol

E. Communication Responsibilities:

The Forest Service will communicate directly with the Applicant's appointed Point of Contact for matters of:

- the status of the analysis
- additional data needs, and of changes needed in the terms of the third-party contracts
- Invite the Applicant to attend meetings with Federal, State, regional, and local agencies and the
 public whenever possible and as appropriate (for example, discussions on procedural matters;
 physical, biological, and social issues; the proposal and alternative actions; impacts and their
 mitigation; and other compliance requirements).
- discuss the project description
- Various components of the analysis as needed to determine mitigation measures necessary to avoid or mitigate adverse impacts.
- · Procedural matters
- Technical feasibility

The Applicant's Point of Contact will communicate directly with the Forest Service Case Manager for matters of:

- Respond to data requests and
- Provide review comments (for example, on description of the project and changes thereto)

The Applicant's Point of Contact will limit their communication with the Prime Consultant, once the scoping letter has gone to the public, to matters of:

- Budget
- Process
- Technical information and/or clarification
- Scheduling

The Applicant's Point of Contact will be solely responsible for communication with the Applicant's Authorized Agents. The Applicant's Point of Contact will be responsible for:

- Inviting the Applicant's Authorized Agents to any meetings between the Forest Service and the Applicant
- Forwarding copies of all written correspondence between the Forest Service and the Point of Contact for the Applicant

It will be the responsibility of the Applicant's Principal Contact to inform the Applicant's Authorized Agents of any meetings, correspondence, email or any other information that the Applicant's Principal Contact deems necessary for the Applicant's Authorized Agents to be in attendance, or know.

F. Schedule of Meetings:

I. Meeting with the Forest Service and the Applicant

The timeline will generally follow the established timeline from the Scope of Work, meetings between the Forest Service and the Applicant will be established for the following key timeframes:

- Prior to selection of the Prime Consultant or subcontractors.
- Prior to establishing a written time schedule for the preparation of the analysis.

Attachment A Communication Protocol

- The pre-work meeting with the Prime Consultant to review this Scope of Work.
- Project Administration Meetings
 - To be held monthly in a location to be agreed to by the Lead Agency, Applicant and Prime Consultant.
 - Agenda for meeting to include:
 - Review of schedule, including:
 - Current activities
 - · Anticipated activities
 - Review of budget
 - Identification of data needs and status of requested data
 - Agenda to be prepared by the Prime Consultant, reviewed by the Lead Agency, and distributed to attendees prior to the meeting.
 - Meeting summary, including action items, to be prepared by the Prime Consultant, reviewed by the Forest Service Case Manager, and distributed to meeting attendees within one week following the meeting.
- Project Technical Meetings (IDT Meetings)
 - To be held monthly with an in person meeting to be held immediately prior to the Project Administration Meeting and a conference calls for all other meetings.
 - Agenda for meeting to include:
 - Review of schedule, including:
 - · Current activities
 - · Anticipated activities
 - Identification of data needs and status of requested data
 - Agenda to be prepared by the Prime Consultant, reviewed by the Forest Service Case Manager, and distributed to attendees prior to the meeting.
 - Meeting summary, including action items, to be prepared by the Prime Consultant, reviewed by the Forest Service Case Manager, and distributed to meeting attendees within one week following the meeting.
- Weekly and Monthly Status Reports
 - The Prime Consultant will provide the Forest Service and Applicant's Point of Contact weekly status reports on Friday. The reports will be provided via email by close of business. The reports will follow an agreed upon standardize format including deliverable, due date, status, and updated comments.
 - The Prime Consultant will provide the Forest Service and Applicant's Point of Contact monthly status reports by the 15th of each month. In the case of the 15th of the month falling on a weekend day, the report will be due the closest workday to the 15th (i.e. if the 15th falls on a Saturday, the report will be due the 14th; if the 15th falls on a Sunday, the report will be due on the 16th). The reports will provide detailed written descriptions of the efforts completed during the month, efforts ongoing during the month, efforts to be undertaken during the next month, and outstanding data needs.
- II. Meetings between the Forest Service and the Prime Consultant

The Forest Service will meet with the Prime Consultant throughout the preparation of the analysis to discuss, at a minimum, the following. (Meetings will be scheduled as necessary):

- Significant issues that will be addressed in the analysis
- · Design criterial for the proposed action and the alternatives to the proposed action

CATEGORY 6 MAJOR COST RECOVERY AGREEMENT
Between USDA, FOREST SERVICE, Kaibab National Forest, and Town of Tusayan, Arizona
Cost Recovery Agreement Number 14MJ-11030074501

Attachment A Communication Protocol

- The alternatives to be analyzed in detail and the alternatives that will not be analyzed in detail
- The changes to the analysis required by comments received from the public
- Proposed mitigation measures and analysis and disclosures required by those measure

This communication protocol is accepted.	
Town of Tusayan, Arizona Will Wright TOWN MANAGER, Town of Tusayan, Arizona	Date
Michael R. Williams FOREST SUPERVISOR Kaibab National Forest USDA, Forest Service	Date