

AGENDA

TUSAYAN TOWN COUNCIL REGULAR MEETING

PURSUANT TO A.R.S. § 38-431.02 & §38-431.03

Tuesday, March 24, 2015 at 5:00pm

TUSAYAN TOWN HALL BUILDING

845 Mustang Drive, Tusayan Arizona

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Tusayan Town Council and to the general public that the Tusayan Town Council will hold a meeting open to the public on Tuesday, March 24, 2015 at the Tusayan Town Hall Building. If authorized by a majority vote of the Tusayan Town Council, an executive session may be held immediately after the vote and will not be open to the public. The Council may vote to go into executive session pursuant to A.R.S. § 38-431.03.A.3 for legal advice concerning any matter on the agenda, including those items set forth in the consent and regular agenda sections. The Town Council may change, in its discussion, the order in which any agenda items are discussed during the course of the meeting.

Persons with a disability may request a reasonable accommodation by contacting the Town Manager at (928) 638-9909 as soon as possible.

As a reminder, if you are carrying a cell phone, electronic pager, computer, two-way radio, or other sound device, we ask that you silence it at this time to minimize disruption of today's meeting.

TOWN COUNCIL REGULAR MEETING AGENDA

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. ROLL CALL

MAYOR GREG BRYAN

VICE MAYOR CRAIG SANDERSON

COUNCILMEMBER BILL FITZGERALD

COUNCILMEMBER AL MONTOYA

COUNCILMEMBER JOHN RUETER

❖ *One or two Council Members may attend by telephone*

3. CALL TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA

Members of the public may address the Council on items not on the printed agenda. The Council may not discuss, consider or act upon any matter raised during public comment. Comments will be limited to three minutes per person.

Members of the audience who wish to speak to the Council on an item listed as Public Hearing should complete a Request to Speak Card and turn it into the Town Clerk. Speakers will be limited to three minutes each.

4. CEREMONIAL AND/OR INFORMATIONAL MATTERS

None

5. CONSENT AGENDA

Items on the consent agenda are routine in nature and will be acted on with one motion and one vote. Members of the council or staff may ask the mayor to remove any item from the consent agenda to be discussed and acted upon separately.

A. Minutes of the Town Council Workshop and Regular Meeting on 3/4/15

B. Accounts Payable Billings

6. ACTION ITEMS

- A. Consideration, discussion, and possible approval of Contract for Professional Services with WestLand Resources, Inc. (National Forest Service selection to prepare an Environmental Analysis of the Town's Access Application)**
- B. Consideration, discussion, and possible approval of IGA with the Arizona Department of Fire, Building and Life Safety, Office of Manufactured Housing, for the Town of Tusayan to Enforce Installation Standards**

7. MOTION TO ADJOURN

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the General Store in Tusayan, Arizona on this _____ day of March, 2015, at _____ pm in accordance with the statement filed by the Tusayan Town Council.

Signature of person posting the agenda

ITEM NO. 5A

TUSAYAN TOWN COUNCIL MUNICIPAL CODE WORKSHOP

PURSUANT TO A.R.S. § 38-431.02 & §38-431.03

Wednesday, March 4, 2015 at 5:00pm

TUSAYAN TOWN HALL BUILDING

845 Mustang Drive, Tusayan Arizona

TOWN COUNCIL SUMMARIZED MINUTES

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Bryan called the meeting to order at 5:18pm and the Pledge of Allegiance was recited.

2. ROLL CALL

Upon roll call, the following were present:

MAYOR GREG BRYAN
VICE MAYOR CRAIG SANDERSON - excused
COUNCILMEMBER BILL FITZGERALD
COUNCILMEMBER AL MONTOYA
COUNCILMEMBER JOHN RUETER

Also present were:

Will Wright, Town Manager
Melissa Drake, Town Clerk

3. DISCUSSION OF DRAFT LANGUAGE FOR THE TUSAYAN MUNICIPAL CODE

A. Chapter 7 — Building Codes

Manager Wright stated that if the Town chooses to use Coconino County Building Services, it would make everything easier if the Town adopts the same codes as the County. He stated that he has questions on changes that Coconino County made to the standards and suggests that the Council give him their questions to convey to Coconino County and request their attendance at a future meeting.

Item 6, Part 1, Mayor Bryan asked why combination smoke alarms and carbon monoxide alarms are not allowed.

The Council discussed the County's amendments to the 2012 Building Codes.

Part 5, 2012 International Fire Codes and Part 6, Road Standards, needs to be addressed with Coconino County.

B. Chapter 5 — Boards, Commissions, and Committees

Manager Wright stated that this chapter was included in the Agenda Packet with the Town Attorney's comments. The Council made the following changes:

- 5.1.D. – remove excessive lack of attendance and replace “municipal year” with “calendar year”
- 5.1.3.A.1.c.- change “approval of the Town Manager” to “in coordination with the Town Manager”
- 5.1.3.A.1.d. – replace “complete agenda packet” with “agenda”
- 5.1.3.B.3. - not minimum of 3 votes but should be majority of the quorum
- 5.1.3.B.4. - BOA should not be required to table an item if the appellant is a no show
- 5.1.3.C. - will be deleted

Councilmember Fitzgerald stated his belief that any council member should be able to attend any work group meeting, even if it creates a quorum, as long as a quorum notice is posted as required by law.

Mayor Bryan stated that a mayor should have the ability to appoint 2 council members or 1 council member to a work group to allow for quick meetings with other entities. This allows work to be completed faster and information to be brought back to the Council for decisions.

Councilmember Montoya stated that if a council member wants to attend a meeting where he is not invited, he should give his questions to one of the council members who will be attending.

Councilmember Fitzgerald restated his opinion that a council member should be able to attend any meeting or work session he chooses.

Mayor Bryan stated that the system has worked well so far and asked if any others on the council wished to pursue this issue. No other council members were in favor of pursuing it.

4. MOTION TO ADJOURN

Councilmember Montoya made a motion to adjourn the meeting at 6:10pm. Councilmember Rueter seconded the motion and it passed on unanimous vote.

ATTEST:

Greg Bryan, Mayor **Date**

Melissa M. Drake, Town Clerk

CERTIFICATION

State of Arizona)
) ss.
Coconino County)

I, Melissa M. Drake, do hereby certify that I am the Town Clerk of the Town of Tusayan, County of Coconino, State of Arizona, and that the above minutes are a true and correct summary of the meeting of the Council of the Town of Tusayan held on March 4, 2015.
I further certify that the meeting was duly called and held, and that a quorum was present.

DATED this 18th day of March, 2015

Town Clerk

TUSAYAN TOWN COUNCIL REGULAR MEETING

PURSUANT TO A.R.S. § 38-431.02 & §38-431.03

Wednesday, March 4, 2015 at 6:00pm

TUSAYAN TOWN HALL BUILDING

845 Mustang Drive, Tusayan Arizona

TOWN COUNCIL SUMMARIZED MINUTES

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Bryan called the meeting to order at 6:16pm and the Pledge of Allegiance was recited.

2. ROLL CALL

MAYOR GREG BRYAN

VICE MAYOR CRAIG SANDERSON – attended briefly via phone

COUNCILMEMBER BILL FITZGERALD

COUNCILMEMBER AL MONTOYA

COUNCILMEMBER JOHN RUETER

Also present were:

Will Wright, Town Manager

Melissa M. Drake, Town Clerk

3. CALL TO THE PUBLIC FOR ITEMS NOT ON THE AGENDA

None

4. CEREMONIAL AND/OR INFORMATIONAL MATTERS

B. Update from Arizona Department of Public Safety (DPS)

Sgt. Jason Chacon spoke on the behalf of DPS and stated that he will be the DPS liaison for Tusayan.

5. CONSENT AGENDA

Mayor Bryan requested that Item 7.A. paragraph 7 on the minutes of the Council Meeting on 2/18 be amended. He added "The Mayor also pointed out that all Council Members had the full opportunity to ask any questions of the Fire District that night before making a decision in the Council meeting."

A. Minutes of the Town Council Joint Workshop on 2/18/15 and the Regular Meeting on 2/18/15

B. Accounts Payable Billings

Councilmember Montoya made a motion to approve the Consent Agenda with the change listed above. Councilmember Rueter seconded the motion and it passed on unanimous vote.

6. WORKGROUP AND COMMITTEE REPORTS

A. Update on the Sports Complex Work Group

None

B. Update from the Planning and Zoning Commission

None

4.A. Update from Coconino County Sheriff's Office

Lt. Jim Coffey gave an update to the Council on Coconino County Sheriff's Office activities in Tusayan.

7. ACTION ITEMS

Vice Mayor Sanderson joined the meeting by phone.

B. Consideration, discussion, and possible approval of Ordinance 2015-01 (Municipal Code Chapter 2 – Mayor and Council)

Manager Wright stated that this ordinance is the result of many Council workshops and discussion with the Town Attorney.

Mayor Bryan stated that this Chapter of the Code was expedited due to the initiative which passed in November of 2014. He also stated that the major issue in the Initiative involved the portion which called for a special election. The State of Arizona has consolidated elections by statute and special elections for candidates are not allowed.

Councilmember Rueter made a motion to approve Ordinance and Resolution 2015-01 regarding Municipal Code Chapter 2 – Mayor and Council. Councilmember Montoya seconded the motion. Councilmember Fitzgerald stated that he has spoken in the past about his reservations about the initiative language but he does approve of the rest of the chapter. The motion passed on unanimous vote.

A. Consideration, discussion, and possible selection of a proposal for 20-Acre Site Planning at Kotzin Ranch

Manager Wright stated that he requested a proposal from LVA as directed. The proposal was included in the Agenda Packet.

Clarinda Vail asked what the rules are regarding issuing an RFP. Manager Wright stated that professional services do not require an RFP and LVA has worked in this area before. He also stated that Woodson Engineering has declined to bid.

Councilmember Rueter requested a completion date from LVA for the project.

Manager Wright will also follow up with Mr. Ackerman from Catalyst Architecture for a competitive bid.

Councilmember Fitzgerald stated his opinion that the focus should be on something else since it will be years before this project is complete.

Councilmember Montoya stated that housing should not be on the back burner so we need to move ahead with the land planning.

The Council took no action.

C. Consideration, discussion, and possible approval of cancelling the March 18, 2015 Council Meeting due to the retreat on March 21, 2015 and possible Joint Meeting with the Planning and Zoning Commission on March 24, 2015

Manager Wright stated that there is a potential for 3 meetings in that week. He also stated that he is still looking for input from the Council on Agenda items for the Retreat.

Clarinda Vail asked for the reason for the joint meeting. Mayor Bryan stated that it will be a work session reviewing the new Subdivision Regulations from Woodson Engineering.

Manager Wright asked if there is a need to have a Council Meeting on March 25. Mayor Bryan stated that there may be a need for a meeting to allow a presentation from Stilo on the initial commercial development of Camper Village but at this point, materials are not available.

Councilmember Montoya made a motion to move the meeting from March 18 to a March 24, 2015 Joint Workshop. Councilmember Fitzgerald seconded the motion and it passed on unanimous vote.

Vice Mayor Sanderson left the meeting at 7:01pm

Manager Wright stated that the topics slated for the retreat so far are:

- A review of 2014 goals
- Goal setting for 2015
- Budget for 2015-16
- 5 year budget

The Council added:

- Housing objectives
- Franchising

8. DISCUSSION ITEMS

B. Discussion of Conserving the Grand Canyon Watershed: A Proposal for National Monument Designation

Manager Wright stated that CPWAC sent out the proposal which was included in the agenda packet. Mayor Bryan stated that a request was made to Congresswoman Kirkpatrick's office to present information on this topic and they responded that it was still in development.

Kelly Burke, representing Grand Canyon Wildlands Council, gave a brief overview of the proposal and stated that one of the things this monument would

do is make permanent the moratorium on uranium mining in the area. She stated that Congresswoman Kirkpatrick will be holding a meeting on this topic on March 12, 2015 10:30am at Flagstaff Town Hall.

The Council discussed the proposal with Ms. Burke.

A. Discussion of Telluride, Colorado Affordable Housing Guidelines and possible Tusayan Housing Lottery or Authority (Criteria)

Manager Wright gave an overview of the information on the Telluride Affordable Housing Guidelines.

Mayor Bryan stated that he will be meeting with the Telluride Housing Authority in the next week or two and he will get additional information and bring it back to the Council.

Councilmember Rueter stated that a large portion of the Telluride document would work for Tusayan and he suggested posting it on the Tusayan Town website to get public input. He suggested possibly having a lottery soon to establish a "place in line" for the interested residents.

Councilmembers will send the Town Manager any questions they have for the Mayor on his visit to Telluride.

C. Discussion of proposal from STS regarding broadband improvements in Tusayan

Manager Wright stated that an updated proposal including pricing from STS was placed at each council member's desk. He also stated that the Town could choose each stage of the proposal and then evaluate after each. He also stated that representatives of STS are available for questions tonight.

Councilmember Rueter stated that there is no need for Phase 1 and 2 of the proposal but he'd like to work with STS on an hourly basis. He stated that fiber will be required; wireless will not sustain Tusayan. Councilmember Rueter also stated that Team Fishel will give a presentation to the Council about installing fiber optic in Town.

The Council discussed the proposal and the needs of the residents and businesses of the Town.

9. TOWN MANAGER'S REPORT

Manager Wright noted the following from his report which was in the packet:

- The sidewalk extension is complete and we've received the ADOT encroachment permit for the crosswalk improvements
- He has met with the Vails and the easement has been agreed upon in principle. They are currently reviewing the document.
- Received today the Draft Subdivision Regulations from Woodson Engineering so the joint meeting with the P&Z will be 3/24/15 at 5pm
- He was incorrect in stating that the scoping was in process on the Forest Service access project.

ITEM NO. 6A



File Code: 2720
Date: **MAR** 11 2015

WILL WRIGHT
TOWN MANAGER
TOWN OF TUSAYAN
PO BOX 709
TUSAYAN, AZ 86023

Dear Mr. Wright:

I am pleased to announce that Westland Resources, Inc. has been selected by the Forest Service, in consultation with the Town of Tusayan, to prepare an environmental analysis of the application for special use authorization for the Proposed Roadway Easements from the Town of Tusayan, AZ. The application was submitted to the Forest Service by the Town of Tusayan to provide access to private in-holding parcels on the Tusayan Ranger District of the Kaibab National Forest.

As the Prime Consultant, Westland Resources has been chosen solely by and will serve under the direct supervision and control of the Forest Service. Westland Resources' work product will be considered the Forest Service's work product. It will be owned by the Forest Service, 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.

Prior to initiating work on the project the Town of Tusayan will need to enter into a contract with Westland Resources, Inc. The terms and conditions of the contract shall be consistent with all applicable legal requirements and the Cost Recovery Agreement MJ11030704501, including its appendices. A Scope of Work document has been prepared for Westland Resources, Inc. and is attached for your information in preparing a contract. The Forest Service will assist you, as necessary, with preparation of the contract with Westland Resources, Inc.

A Forest Service Interdisciplinary Team (ID Team), as required by 40 CFR 1500, to oversee the environmental analysis has been appointed in a Project Initiation Letter. 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. Westland Resources as the Prime Consultant is an important part of the interdisciplinary process and will aid and support the Forest Service ID Team.

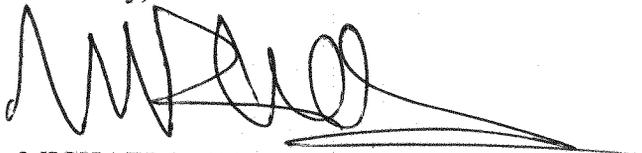
The Forest Service Case Manager and the ID Team are prepared to have a pre-work meeting with the Town of Tusayan and Westland Resources, Inc. and would like to schedule that meeting for March 25, 2015 at 9:00 a.m. at the Kaibab National Forest Supervisor's Office. Copies of the following information will be provided to Westland Resources and the Applicant at the pre-work meeting:



- a. The Prime Consultant shall be provided with the agreed-upon schedule of work between the Forest Service and the Applicant.
- b. An outline of the format to be used and the contents of the analysis as specified at 40 CFR 1500-1508.
- c. The Forest Plan, Forest Plan environmental analysis, and Record of Decision with all amendments.
- d. 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. Written comments or reports prepared by Forest Service 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.

If you have any questions about the enclosed documents or the scheduling of the pre-work meeting with the ID Team, please contact the Case Manager, Deirdre A. McLaughlin at (928) 635-5662 or damclaughlin@fs.fed.us; 742 S. Clover Rd, Williams, AZ 86046.

Sincerely,



MICHAEL R. WILLIAMS
Forest Supervisor

Enclosures (2)

cc: Amy Edwards Westland Resources 2020 N Central Ave Suite 695 Phoenix AZ 85004, Dawn Meidinger Fenmore Craig 2394 E Camelback Rd Suite 200 Phoenix AZ 86016, James E Simino, Liz M Schuppert

DISCLOSURE STATEMENT
concerning the potential preparation of an
Environmental Analysis for the
**Proposed Roadway Easements from the
Town of Tusayan, AZ Project,
Kaibab National Forest, Arizona**

The Scope of Work for the Prime Consultant is for the preparation of either an Environmental Assessment (EA) or an Environmental Impact Statement (EIS). The decision to use either an EA or an EIS will be made by the Forest Service following the analysis of internal Forest Service and public scoping efforts.

We, the representatives, of **Westland Resource, Inc.**, have made inquiry and to the best of our knowledge and belief declare that executing the consultant work of preparing the Environmental Analysis for the ***Proposed Roadway Easements from the Town of Tusayan, AZ Project*** does not represent an actual or potential conflict of interest and Westland Resource, Inc. does not have any financial or other interest in the outcome of this project in accordance with 40 CFR Chapter V, Part 1506, Section 1506.5(c).

We understand the term "conflict of interest" to mean that because of other activities or relationships with other persons, the contractor is unable or potentially unable to render impartial assistance or advice to the Government, or the contractor's objectivity in performing the contract work is or might be otherwise impaired, or the contractor may have an unfair competitive advantage.

We understand the phrase "no financial or other special interest in the outcome of the project" to include any financial benefits such as a promise of future construction or design work on the project, as well as indirect benefits the consultant is aware of other than the enhancement of the consultant's professional reputation.

Amy Edwards, Project Manager

Date

Westland Resources, Inc.
2020 N Central Ave, Suite 695
Phoenix, Arizona 85004
(602) 888-7000
March 25, 2015

CONTRACT FOR PROFESSIONAL SERVICES – NON-DESIGN
Proposed Roadway Easements - Town of Tusayan, AZ
National Environmental Policy Act Third Party Contractor Support Services

This Agreement, entered into between WestLand Resources, Inc. (WestLand) and the Town of Tusayan, Arizona (PROPONENT), authorizes WestLand to complete the work outlined in the Scope of Services attached.

1. SCOPE OF SERVICES.

WestLand will provide environmental service to analyze the Proposed Roadway Easements for National Environmental Policy Act (NEPA) compliance purposes in accordance with the Kaibab National Forest Southwestern Region, R3, Cost Recovery Agreement 14MJ-11030704501 and that certain Statement of Work, March 2015 (Statement of Work, Attachment A).

2. ACCESS AUTHORIZATION.

The PROPONENT has received authorization from Stilo Development Group USA, LP (STILO) to grant access to the property and is authorizing WestLand to access the subject property to complete the Scope of Services outlined above. WestLand will comply with all health, safety, environmental, federal, state, and other standards and regulatory requirements expected under similar contractual arrangements while on STILO property.

3. COST(S). WestLand will provide the above scope of services on a time and materials basis per a budget developed by WestLand subsequent to the pre-work meeting with the Forest Service Case Manager. The parties understand and agree that WestLand is retained by the PROPONENT to perform the Scope of Services set forth in Paragraph 1 as directed by the Forest Service. PROPONENT agrees it is responsible for payment of all costs and fees associated with Westland's performance of the Scope of Services.

4. TERMS AND CONDITIONS.

- a. **Contract Amendments.** No conditions or representation altering, detracting from or adding to the terms hereof shall be valid unless evidenced in writing by either party to this Agreement and accepted in writing by the other.
- b. **Memorandum of Understanding.** This contract is subject to all applicable clauses and provisions of the Memorandum of Understanding entered into between the Forest Service, and PROPONENT.
- c. **Contract Provisions.** In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions hereof shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision held invalid or unenforceable.
- d. **Dispute Resolution.** Any claims or disputes made relative to this contract between the PROPONENT and WestLand shall be submitted to non-binding mediation. PROPONENT and WestLand agree to include a similar mediation Agreement with all contractors, subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
- e. **Jurisdiction.** This Agreement shall be construed and enforced in accordance with the laws of the State of Arizona. Any action arising out of this Agreement not settled through non-binding mediation shall be brought in the Superior Court of Arizona, for Pima County.
- f. **Payment.** Invoices will be issued monthly to the PROPONENT and STILO, and are due and payable within 30 days upon receipt. PROPONENT shall promptly review invoices and reasonably notify WestLand of any objection thereto, in writing, within 10 working days. In the event the PROPONENT objects to a portion of the invoice it shall pay the undisputed portion within the time period provided herein. If an agreement on the disputed portion is not reached within 30 days of the receipt of the invoice the dispute can be submitted to DR in paragraph 4d of this agreement. In the event of termination, WestLand shall be entitled to payment for all services rendered and costs incurred hereunder to the date of termination and to recovery of all expenses, which are attributable to said termination.
- g. **Limits of Liability.** PROPONENT agrees that the liability of WestLand, its agents, and employees, in connection with services hereunder to the PROPONENT to all persons having contractual relationships with them, resulting from any negligent acts,

errors, and/or omissions of WestLand, its agents, and/or employees is limited to the total fees actually paid by the PROPONENT to WestLand for services rendered by WestLand hereunder.

- h. **Late Payments.** If invoices are not paid as specified in paragraph 4f of this agreement, WestLand may, at its discretion, charge a late fee on the unpaid amount at a monthly rate of 1.5 percent. Said late charge will accrue from the date on which each such invoice becomes delinquent. All payments received by WestLand shall first be credited to payment of any late charges and then to the principal balance.
- i. **Termination of Agreement.** WestLand or the PROPONENT may terminate this Agreement at any time without cause upon delivery, during normal business hours, of written notice to that effect to the other, in which event this Agreement shall terminate 24 hours after the delivery of such notice. The PROPONENT shall pay WestLand for any expenses incurred up to the effective date of termination.
- j. **Best Efforts and Time is of the Essence.** The parties agree that time is of the essence and all parties agree to use their best efforts to complete the Scope of Services in a timely and workmanlike manner.

5. OTHER SPECIAL CONDITIONS. WestLand shall not conduct any public surveys or questionnaires without prior approval of the Forest Service.

All notices, requests, demands, or other communications required or permitted to be given hereunder to WestLand shall be delivered to WestLand at 4001 E. Paradise Falls Drive, Tucson, Arizona 85712. All notices, requests, demands, or other communications required or permitted to be given hereunder to the PROPONENT shall be delivered to the address set forth below the PROPONENT'S signature on this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20__.

TOWN OF TUSAYAN, ARIZONA

WESTLAND RESOURCES, INC.

Signature

Signature

Printed Name

James A. Tress, Jr.

Printed Name

Title

President
Title

Street Address

4001 E. Paradise Falls Drive

Street Address

City, State, Zip Code

Tucson, Arizona 85712

City, State, Zip Code

Telephone Fax No.

(520) 206-9585 (520) 206-9518

Telephone Fax No.

Email address

Acknowledged and Agreed:
(with respect to paragraphs 2, 4f, and 4h)

STILO DEVELOPMENT GROUP USA, LP

Signature

Printed Name

Title

Street Address

City, State, Zip Code

Telephone

Fax No.

Email address

KAIBAB NATIONAL FOREST
SOUTHWESTERN REGION, R3

Statement of Work

Prime Consultant: Westland Resources, Inc.

**Proposed Roadway Easements from the Town
of Tusayan, AZ**

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MARCH 2015

Forest Service Project Case Manager:

Deirdre A. McLaughlin
Lands and Minerals Staff Officer
Williams and Tusayan Ranger Districts
(928)635-5662
damclaughlin@fs.fed.us

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Statement of Work

Introduction

The applicant, the Town of Tusayan, AZ, proposes to make improvements to segments of existing roads and construct new segments to provide all weather access and utility service to two in-holding properties (Ten-X Ranch and Kotzin Ranch). Kotzin Ranch includes land owned by the Stilo Development Group, USA, LP and the Town of Tusayan. The Ten-X Ranch is wholly owned by Stilo Development Group, USA, LP. The Town has agreed to be the applicant and hold the right of way authorization for these two parcels. The utility corridors would accommodate sewer lines, water lines, booster pump stations for both water and sewer, electric, telecommunications and natural gas lines.

Westland Resources, Inc. has been chosen by the Forest Service to be the Prime Consultant for the NEPA work on this project. This Statement of Work outlines the expectations of the Forest Service for Westland Resources, Inc. with regards to the NEPA work to be completed, the documentation of the work, and the products to be delivered to the Forest Service.

NEPA Requirements

The National Environmental Policy Act (NEPA) has two requirements for compliance:

- A. **Agencies must make informed decisions.** "Informed" means a candid and factual presentation of environmental impacts. Reasonable alternatives must be available and considered by the decision maker before making a commitment of resources.
- B. **Agencies must make diligent efforts to involve the public in their NEPA procedures.** The definition of "diligent" varies by agency depending on the severity of impact and other factors. Each project requires an individual approach to involving the public.

NEPA does not regulate agency choices. But it does demand a good faith, hard look at the potential environmental impacts and a full and honest disclosure of impacts to the public.

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Ultimately, the NEPA process is the responsibility of the agency official making the decision. When the environmental analysis and NEPA documentation is done through a Prime Consultant, the process must comply not only with the National Environmental Policy Act and CEQ regulations (40 CFR parts 1500-1508), but also agency requirements. The primary source of policy and procedures for the Forest Service is Forest Service Handbook 1909.15. **The Forest Service is ultimately and legally responsible for the accuracy of the environmental analysis and documentation, and is responsible for issuing a final decision that is defensible under the law.**

Forest Service guidance for conducting NEPA analyses is contained in Forest Service Handbook (FSH) 1909.15-2012-2 National Environmental Policy Act Handbook.

Scope of Services

The scope of this work for the Prime Consultant is for the preparation of either an Environmental Assessment (EA) or an Environmental Impact Statement (EIS). The decision to use either an EA or an EIS will be made by the Forest Service following the analysis of internal Forest Service and public scoping efforts.

The Prime Consultant shall furnish all materials, supplies, tools, equipment, personnel, travel (except those specified to be furnished by the Government, as per the MOU between the Kaibab National Forest and Town of Tusayan, AZ) to complete all requirements of the contract, including performance of the professional services listed herein.

The Prime Consultant shall provide an interdisciplinary (ID) approach to the preparation of the NEPA documents. The Prime Consultant may use an ID Team Leader and ID Team to accomplish this interdisciplinary approach.

The Prime Consultant shall:

1. Organize, write and edit all documents required by National Environmental Policy Act (NEPA) regulations to complete an Environmental Assessment (EA) or Environmental Impact Statement, as well as the draft Decision Notice/FONSI or Record of Decision.
2. Coordinate a team of resource specialists to compile the appropriate information necessary for completing the EA or EIS. Ensure that Team members know what others are doing, check progress on tasks,

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provide guidance if needed, and keep the process moving according to the timeline.

3. Record meeting notes during all IDT meetings and public meetings and draft and/or edit letters to the public as well as mailing these letters to a Forest Service approved mailing list.
4. Maintain and index the project record.
5. Conduct all surveys or collect on-site field data. Reports necessary for completing consultations with Tribes, State Historic Preservation Officer and US Fish and Wildlife Service will be prepared in coordination with Agency specialists. Only agency personnel will complete actual consultations.
6. Complete a detailed project work plan and track progress on specific weekly tasks.
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, and 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.

MOU Requirements

All instructions and direction contained in the Memorandum of Understanding between the Kaibab National Forest and Town of Tusayan, including Appendix C, Scope of Work between the Forest Service and the Applicant, and Attachment A: the Communication Protocol, shall be followed, including:

- Personnel Furnished by the Forest Service, in the form of the Interdisciplinary Team Members and the Case Manager
- 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

Grand Canyon Unified School District

Environmental Groups

NPS-Grand Canyon National Park

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State Historic Preservation
Department

Summary of Tasks and Technical Specifications

The Prime Consultant shall be responsible for completing the following tasks and meeting the technical specifications herein:

- A. **Orientation:** Attend at least one field trip to the project areas with one or more members of the Forest staff to gain familiarity with the project areas, environmental conditions and proposed actions.
- B. **Work Plan and Timeline:** Develop and manage a detailed project work plan, including specific tasks, when they will be completed and by who (see Section VIII). Final products are due on tentatively due December 31, 2015, if an Environmental Assessment or June 30, 2016, if an EIS. Track and report progress weekly.
- C. **Data and Surveys:** The analysis shall mostly use existing information that is currently available. Collection, compilation, and/or analysis of some new data and information may be necessary, and will be the responsibility of the Prime Consultant. Kaibab National Forest specialists will be the primary source of existing data and information concerning the resources within the project area.

Collect all field data necessary that is not already available from the Forest Service (FS). Conduct inventories and surveys required by law or policy, following FS policy, procedures and standards. Qualifications and experience of the person(s), companies or corporations collecting field data shall be jointly reviewed by the Forest Service and Prime Consultant and must be mutually agreed upon prior to beginning the work.
- D. **Document Gathering:** Collect and share information from similar projects, such as case studies/research or other similar or relevant NEPA documents, as needed.
- E. **Maps:** The Forest Service's GIS personnel shall supply the Prime Consultant with some basic data. The Prime Consultant is responsible for producing maps necessary for completing the EA or EIS and sending planning updates to the public. The maps will be in an ArcInfo/ArcView format and in full color, although when copied into black and white, the maps need to be easily deciphered. The following maps should be included:
 1. Vicinity map of the project area

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2. Map of the proposed action
3. Maps of management alternatives
4. Maps of past, present and reasonably foreseeable actions (cumulative actions map)

In an interdisciplinary manner, identify GIS map and data needs for analysis, public involvement and NEPA documents. Track progress to ensure that the necessary maps and data are being developed and provided.

The electronic files become the sole property of the Forest Service when the consulting work is complete. Use of the information after completion of the EA or EIS is subject to approval and agreement of the Forest Service.

- F. **Project Record:** The Project Record is the detailed, formal account of the planning process for NEPA documents. The Project Record is the set of documents of all types (papers, studies, data, reference maps, correspondence, computer runs, etc.) in all formats (paper, hard drive, compact disk (CD), etc.) that supports the decision making process.

The Prime Consultant shall be responsible for compiling and maintaining an up-to-date Project Record, consisting of all documents relevant to the project analysis and decision to be made. Records should be maintained in chronological order in a 3-ring binder with an index of all documents. The Case Manager is responsible for providing the Prime Consultant with all internal FS documents for the Project Record that supports the NEPA process and decision.

The Project Record is the Agency's collection of the evidence that proves that the decision maker (1) understood the law applied to the decision, (2) considered all the relevant factors, and (3) made a reasoned decision. The Project Record is used to defend the decision under the Forest Service's administrative review process and in court, if the decision is further challenged. It is essential that the documentation of the NEPA process for any proposal made by the Forest Service is **well documented and organized**. Short time frames involved with appeals and litigation necessitate a systematically organized, readily accessible record. Requirements for development and maintenance of project records are found in 36 CFR 217.2 "Decision Documentation" and "Decision Document," 36 CFR 219.8(g), 36 CFR 219.10(h), 40 CFR 1506.6(f), and Forest Service Manual 1950.3(4). The Forest Service also has examples of how a project record should be built.

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The Prime Consultant shall submit one exact copy of the original and the original Project Record, and one electronic copy with all documents saved in their original format and as a .pdf on a disk or thumb drive at the completion of the Contract. Documents will be named in the following format: year month day then document name, i.e.

20150303_Tusayan_Easement_Proposed_Action.

- G. **Coordination with Case Manager:** Coordinate regularly with the project Case Manager regarding the planning process, meeting agendas and document reviews. Communicate at least weekly with the Case Manager to coordinate IDT meetings, activities and provide updates of progress and significant developments, using phone, e-mail or visits.

Communicate directly with the Case Manager to request specific information required from the Forest Service. Requests for information shall be made in writing, and shall include specifications regarding format and content and a not-to-exceed due date for receiving that information. The Case Manager will clarify information needs with the Prime Consultant or Prime Consultant's team members as needed.

The Prime Consultant must follow the Case Manager's advice regarding the Agency's and Forest's preferred NEPA procedures and document specifications.

- H. **Coordination with Forest Service Specialists:** Through the Case Manager, ensure close coordination with the following:
1. Public Affairs Officer or Responsible Official, regarding completion of actions in the public participation plan.
 2. District Biologists, regarding review of the Biological Evaluation and consultation with the US Fish and Wildlife Service (if consultation is needed).
 3. Forest Archaeologist, regarding completion of evaluation and consultation with State Historic Preservation Office to Forest Service standards.
 4. Tribal Liaison Program Manager, regarding consultation with all tribes to Forest Service standards.
 5. Other FS Specialists as needed.
 6. Other non-Forest Service entities (such as the State and BLM), regarding projects they are planning or conducting.

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- I. **Approval from the Responsible Official:** The Prime Consultant must receive *signed approval* from the Responsible Official at the following key points, before proceeding further with the NEPA process:
1. Final Issues
 2. Final Alternatives, including those Eliminated from Detailed Study
 3. For an EA
 - a. Final review of the Preliminary EA that goes out for 30-day public comment).
 - b. Draft Decision Notice and FONSI.
 - c. Final review of Effects Analysis prior to publication of the final EA.
 - d. Response to Objections
 - e. Final Decision Notice and FONSI
 4. For an EIS:
 - a. Final review of the Draft Environmental Impact Statement (DEIS).
 - b. Final Content Analysis of Public Comments on the DEIS and Response to Comments.
 - c. Draft and Final review of FEIS prior to its publication.
 - d. Draft Record of Decision
 - e. Response to Objections
 - f. Final Record Of Decision
- J. **Meetings and Notes:** The Prime Consultant shall:
1. Schedule and coordinate all Interdisciplinary Team meetings, including those that require the presence of Forest Service Specialists. Coordinate meeting agendas, schedules and who should attend with the Case Manager. Most meetings would be held in Kaibab National Forest Supervisor's Office, 800 S. 6th Street Williams, AZ 86046. Meetings will be in accordance with the Communication Protocol, Attachment A to the MOU with the Forest Service and the Applicant.
 2. Have meeting notes recorded during the meeting. Notes should include listing participants, key discussion points, decisions and follow-up task assignments. Meeting notes should be edited and distributed to the Case Manager and other IDT members within one week after each meeting. Corrections to the notes should be made when specified by the meeting participants.
 3. Use the meetings as an opportunity to ask questions or request

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specific information from the Case Manager or other FS personnel, as needed to develop the EA or EIS.

- K. **Public Involvement:** Public involvement is essential to defining the scope of the analysis and to the overall success of the decision. The methods used and number and types of meetings held, if any, will vary based on the issues and the nature of the proposal.

Develop, in coordination with the FS, a public (internal and external) participation plan that includes:

1. Objectives for involving the public at specific points in the process.
2. Who the stakeholders/audience are that need to be involved in order to meet the public involvement objectives at specific points in the process.
3. Methods for reaching the parties or stakeholders, while meeting the public involvement objectives at specific points in the process.

Involving the public may include public meetings, workshops, small group presentations, field trips, news releases, mailings, newsletters, paid newspaper advertisements, radio/TV announcements, Federal Register notices, brochures/booklets/pamphlets and informal contacts. The Prime Consultant shall be prepared to participate with all aspects to ensure complete public involvement and dissemination of information pertaining to this project.

The Prime Consultant will prepare and submit to the Case Manager for FS review project planning update letters to the public, as the need is identified by the Case Manager.

- L. **Developing a description of the Proposed Action, Purpose and Need and Decision to be Made:** The Forest Service will present to the Prime Consultant a clear outline of the specific proposal, why it is being proposed and the nature and character of the decision to be made in a Preplan. The Proposed Action, Purpose and Need and the Decision to be Made will be drafted by the Prime Consultant and submitted for review to by Case Manager.

- M. **Public Scoping and Issue Identification:** Submit to the Case Manager for Forest Service review the initial letter to interested people outlining the proposal, purpose and need, decision to be made, proposed implementation date and request for comments. Send the approved scoping document to a Forest Service-approved mailing list. Analyze comments received and identify preliminary significant issues, following FS guidance regarding the

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determination of significant issues (Case Manager will provide that guidance). Submit to the Case Manager a scoping report that summarizes the process used and the results of scoping.

- N. **Alternatives:** The Prime Consultant shall develop alternatives (including the evaluation criteria used to compare them), and describe mitigation measures and monitoring requirements, in consultation with FS personnel.
- O. **EA: 30-day Notice and Comment Process:** The Prime Consultant will prepare a preliminary EA that will be made available for public comment online and at Forest Offices. The Prime Consultant will prepare a legal notice announcing the opportunity to comment and upon approval by the FS will publish this notice in the Newspaper of Record for the Kaibab National Forest. The Prime Consultant will also prepare a letter announcing the opportunity to comment that will be mailed to a Forest Service approved mailing list at or close to the same time that the legal notice is published. This letter must also be approved by the Forest Service. Upon the receipt of specific written comments (as defined in 36 CFR 218.2), the Prime Consultant shall identify how these comments were considered in the completion of the EA and project record. The Prime Consultant shall develop a list of commenters, indicating the timeliness of their comments as outlined in 36 CFR 218.25 (a)(4) and also indicating if they meet other requirements to be eligible to file an objection as defined by 36 CFR 218.25 (a)(3).
- EIS: 45-day Notice and Comment Process:** The Prime Consultant will prepare a Draft EIS that will be made available for public comment online and at Forest Offices. The Prime Consultant will prepare a legal notice announcing the opportunity to comment and upon approval by the FS will publish this notice in the Newspaper of Record for the Kaibab National Forest. The Prime Consultant will also prepare a letter announcing the opportunity to comment that will be mailed to a Forest Service approved mailing list at or close to the same time that the legal notice is published. This letter must also be approved by the Forest Service. Upon the receipt of specific written comments (as defined in 36 CFR 218.2), the Prime Consultant shall identify how these comments were considered in the completion of the Draft EIS and project record. The Prime Consultant shall develop a list of commenters, indicating the timeliness of their comments as outlined in 36 CFR 218.25 (a)(4) and also indicating if they meet other requirements to be eligible to file an objection as defined by 36 CFR 218.25 (a)(3).
- P. **Effects Analysis:** The Prime Consultant is responsible for developing any needed methodologies, conducting an analysis of environmental effects,
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running analytical or scientific models as needed, and documenting the direct and indirect effects of each alternative. The effects analysis shall also include a discussion of how each alternative addresses the significant issues.

A comprehensive cumulative effects analysis is required. A Cumulative Effects analysis will be completed for each resource for which environmental effects are discussed. The incremental effects of other past, present and future projects will be added to the direct and indirect effects of this project, and the overall impact on the resources will be discussed.

Adequate information will be included in the project record to address the key points needed for a Finding of No Significant Impact, should this finding be appropriate (FSM 1909.15, Sections 05 and 43.1).

- Q. **Biological Evaluation:** If deemed necessary by the Forest Service ID Team Wildlife Biologist, write the Biological Evaluation (BE) for Section 7 Consultation with the US Fish and Wildlife Service. The BE shall be guided by the Regulations on Interagency Cooperation (Section 7 of the Endangered Species Act) in 50 CFR section 402 and FSH 2672.4, and shall be in accordance with the following:
1. Contracted preparers shall be qualified biologists with at least a Bachelor's degree in biological sciences.
 2. The Prime Consultant shall collect available data including interviewing knowledgeable individuals to prepare the Biological Evaluation.
 3. The Forest Service will review and approve draft and final BE prior to submission.
 4. The Forest Service will submit all official correspondence to FWS including the official species list request, submission of the BE, and submission of any addenda to the BE.
 5. The Prime Consultant may talk directly with the FWS; however, the Forest Service biologist shall be kept informed of pertinent issues and developments.
 6. The Action Area for impacts analysis shall center on the planning area, but may include as much area as required to fully analyze the impacts of the FS preferred alternative (ie. discussions of impacts in the BE may include the entire range of a species).
 7. The BE shall contain the standard BE requirements found in FSH 2672.4.
 8. FS will approve the determinations of effect.

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9. The Prime Consultant may participate in negotiations regarding the Biological Opinion; however, the Forest Service will lead the negotiations and make the final agreements on any issues involving incidental take or jeopardy.
 10. The BE shall be prepared and submitted in sufficient time to allow FWS to render a Biological Opinion on the selected alternative and be included in the project decision document. The preliminary draft BE shall be submitted prior to, or concurrent with, the EA or DEIS. The Prime Consultant will revise the BE to satisfy all comments made by the FS reviewer, and provide two copies concurrent with the EA or DEIS.
- R. **Heritage Resources:** Provide a Technical Report of heritage resources based on recorded site survey data, a literature search of existing information for the area, and any surveys for heritage resources needed to fill information gaps. Conduct these surveys as needed and in coordination with the Case Manager.
- S. **Background and Support Materials for the EA/EIS:** Support materials may be separate documents such as Technical Reports that may be included in the EA/EIS by reference; data included in an appendix; or data placed in the Project Record. The purpose of background and support materials shall be to provide backup data for the EA/EIS while minimizing the length of the document, reducing the amount of technical information of interest to a limited audience, and/or keeping information exempt from the Freedom of Information Act (such as the location of heritage resources or traditional cultural properties). Technical Reports, background and support materials, by reference, shall be an extension of the EA/EIS. The important conclusions shall be incorporated into the EA/EIS, along with summary rationale for the conclusions.
- T. **EA/EIS: Collecting and Incorporating Comments from the Public:** The Prime Consultant will evaluate and list public comments and respond to comments with documentation in an Appendix to the EA or FEIS. These products are to be reviewed jointly by Agency and Prime Consultant before they are finalized.

Depending on the number of people that make comments on the document, the task of collecting and incorporating applicable comments may be substantial. The Forest Service and the Prime Consultant must consider and respond to comments that may come from the public, local and state government agencies, other Federal agencies, and other organizations.

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Depending on the nature and volume of the comments, extensive changes may need to be made to the document. As a result, the Prime Consultant may not be able to complete the next draft of the document in the timeframes initially agreed upon. Therefore, the timeline may be adjusted as necessary to complete a document that meets the needs of the Responsible Official.

If comments on a DEIS are extensive and require substantial changes in the DEIS, the Forest Service may issue a supplement to the DEIS for further public comment prior to preparing the FEIS or Record of Decision.

- U. **Final EA/EIS and Decision Documents:** Following Forest Supervisor approval of the EA/EIS and Forest Service preparation of the final Decision Notice (DN) and Finding of No Significant Impact (FONSI) or Record of Decision (ROD), the Prime Consultant shall prepare and print 10 copies of the EA/DN/FONSI or FEIS/ROD, except as required by the GPO. The Prime Consultant shall provide a camera-ready copy, an electronic copy, and a minimum number of copies, based on the request for printed copies, to the Forest Service. The Forest Service will file copies of the FEIS/ROD with the EPA and mail copies to other Federal agencies as required. The Prime Consultant shall mail the EA/DN/FONSI or FEIS/ROD to the maintained mailing list. The remaining copies shall be supplied to the Forest Service.
- V. **Public Information:** The Prime Consultant is responsible for preparing any information for release to the news media. However, *no information shall be released directly or indirectly to the news media.* The Prime Consultant is authorized to disseminate information to the public, verbally or in writing, including NEPA documents and planning update letters, which have been approved and signed by the responsible Agency official. *The Agency will designate an official spokesperson who will receive all media and public contacts.*
- W. **Mailing List Management:** The Agency shall provide the Prime Consultant with an initial mailing list for the project. The Prime Consultant is required to maintain and update the project mailing list(s). The Prime Consultant shall furnish successive versions of the list(s) to the Agency electronically on a PC compact disc (CD) in Microsoft Word, or via e-mail.
- X. **Duplication and Mail Services:** The Prime Consultant is required to provide any duplication or publication services, except for those documents that must be published by the Government Printing Office (GPO). GPO publication requirements will be determined on a case-by-case basis. The Prime Consultant is responsible for copying, collating and mailing

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documents to the public. The Case Manager is responsible for getting the required signature of the Responsible Official.

The estimated number of persons or groups needing to be informed is 100. The initial scoping letter, the 30-day notice and comment document, and the EA and Decision Notice/FONSI or the DEIS, the Final Environmental Impact Statement (FEIS) and Record of Decision (ROD) are the expected mailings. The DN/FONSI or ROD will be included with the EA or FEIS, respectively, for publication and public distribution.

Y. The Prime Consultant is not responsible for the following:

1. **Developing the Scope of the Environmental Analysis:** The Forest Service is required under CEQ regulation 40 CFR 1506.5 to define the scope of the project. Scope development follows two concurrent paths:
 - ◆ The Forest Service lists its Agency concerns to be addressed in the analysis.
 - ◆ The Forest Service uses the public scoping process to receive public comment on the proposal.

Potential Agency environmental concerns of the proposal and the scope of analysis are initially identified by a team of Forest Service Specialists. Input from public involvement during scoping corroborates or expands the scope. Members of the public may raise additional issues during the document review stage or may feel their issue has not been adequately covered in the analysis. A potential result is that the scope changes slightly and additional work may need to be accomplished in order to finish the E/AEIS.

2. **Consultation:** Forest Service Specialists or Line Officers (Forest Supervisor or District Ranger) will be responsible for consulting with Native American Tribes, the Arizona State Historic Preservation Officer and, if needed, the US Fish and Wildlife Service.
3. **Other Project Requirements:** The Case Manager and Responsible Official will ensure that other requirements are met prior to signing the DN/FONSI or ROD, such as receiving a project clearance report from the State Historic Preservation Officer and, if needed, a Biological Opinion or concurrence on the Biological Evaluation from US Fish and Wildlife Service.
4. **Decision:** The Prime Consultant will prepare a draft DN/FONSI or ROD, as per FSM 1909.15, except for the actual decision

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information and rationale. The Agency's Responsible Official will describe and document his/her decision and rationale for the Decision Notice/FONSI or Record of Decision. The final DN/FONSI or ROD will be provided to the Prime Consultant to include with the EA or FEIS for publication and public distribution.

DOCUMENTATION

- A. Working documents produced by the Prime Consultant shall be submitted to the Forest Service in Microsoft Word format. The Prime Consultant is encouraged to e-mail draft and final documents in order to expedite FS reviews.
- B. The EA or DEIS and FEIS must be written in a manner that facilitates public review and understanding.
 1. The EA or DEIS and FEIS shall be concise public documents. Rather than the document consisting entirely of long narratives, use bulleted or numbered statements where appropriate, and display quantitative data in tables or charts, where they may aid in public review and understanding.
 2. Use a simple and consistent outline format throughout the document, with clear headings and sub-headings.
 3. Avoid using agency or bureaucratic jargon or acronyms. Where a technical term is needed, include a brief, simple translation of the term within the context where it is used, to avoid the reader having to rely entirely on the glossary. CEQ Regulations do require a glossary for an EIS.
 4. Translate technical or jargon-filled language into plain, easy to understand language.
 5. If Technical Reports contain repetitive or poorly organized effects analysis discussions, translate them in the EA/EIS into clear, concise, well-organized statements.
 6. Ensure that the effects analysis includes:
 - ◆ Rationale, professional judgments and references to scientific studies that support the conclusions and help shed light on the degree of uncertainty or reliability of effects predictions.
 - ◆ Explanations of the action or cause for each effect.

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- ◆ Descriptions of location, magnitude/intensity, and general duration of effects.
 - ◆ Direct, indirect and cumulative effects to the resources discussed.
 - ◆ Avoid repetition, focusing on differences in effects between alternatives, so readers may easily contrast and compare alternatives, based on the effects described.
 - ◆ Incorporation of scientific material by reference, by summarizing and citing appropriate literature. References will be listed as an Appendix to the EA or DEIS and FEIS.
- C. The E/AEIS must be site-specific to the areas of National Forest identified for analysis, action-specific (to the proposed activities) and effect-specific (resulting from the proposed activities).
- D. The description of the Affected Environment is required in an E/AEIS. However, the Affected Environment can be combined with Environmental Consequences into one chapter, as a preface to the consequences described for each specific resource topic.
- E. The EA or DEIS and FEIS format should closely follow this main-topic outline, unless changes are approved by the Case Manager:

Cover Sheet

Summary (not required for EA)

Table of Contents

Chapter I -- Purpose and Need for Action

1. Introduction (Location, Background and project history)
2. Forest Plan Direction and Other Requirements
3. Purpose of and Need for Action (Existing Situation, Desired Condition, Need for Action and Project Objectives)
4. Proposed Action
5. Decision to be Made
6. Public Involvement Summary
7. Significant Issues (EIS), or Key Issues (EA)

Chapter II – Alternatives

1. Description of Alternatives Analyzed (including maps of alternatives)

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2. Alternatives Considered and Eliminated from Further Study
3. Comparison of Alternatives in tabular form. Include comparisons with respect to the Purpose and Need, Forest Plan guidance, Significant Issues, and Key Environmental Effects (summarized from Chapter III).
4. Alternative Responses to the Issues: Display how each alternative addresses the significant (EIS), or key (EA), issues.

Chapter III – Affected Environment and Environmental Effects

Resource Effects

Analyze the environmental direct, indirect and **cumulative** effects of proposed action and alternatives on resource elements, including:

1. Effect on **physical factors** of the site (not all may apply):
 - ◆ Geologic hazards or unique land forms
 - ◆ Climate
 - ◆ Soils (their productivity or erodability)
 - ◆ Minerals and energy resources (locatable minerals, leasable minerals, energy sources)
 - ◆ Visual resources (blocked vistas, building colors and heights)
 - ◆ Heritage resources (archaeological, historical, architectural)
 - ◆ Wilderness resources
 - ◆ Wild and scenic rivers
 - ◆ Water resources (water quality, streamflow, floodplains, wetlands, groundwater recharge)
 - ◆ Air quality
 - ◆ Noise
 - ◆ Fire hazards
 - ◆ Land use (prime farm, timber, rangelands)
 - ◆ Infrastructure improvements (roads, trails, utility corridors and distribution, water collection and storage, communications systems, solid waste collection and disposal)
2. Effect on the biological factors of the site (not all may apply):

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- ◆ Vegetation (forest, rangeland, other major vegetation types, threatened or endangered plants, unique ecosystems, plant diversity)
 - ◆ Wildlife (habitat, populations, threatened and endangered species, migratory birds, diversity, management indicator species)
 - ◆ Fish (see wildlife suggestions)
 - ◆ Recreation resources (sites, trails, opportunities, etc.)
 - ◆ Insects and diseases
 - ◆ Exotic and/or noxious organisms
3. Effect on the **economic factors** of the site (not all may apply):
- ◆ Economic base
 - ◆ Employment/unemployment
 - ◆ Housing
 - ◆ Land use requirements
 - ◆ Community service requirements
 - ◆ Revenue base (local government, special service districts)
 - ◆ Plans and programs of other agencies
 - ◆ Income (sources, amounts, distribution)
 - ◆ Cost (financial analysis)
4. Effect on the **social factors** of the site (not all may apply):
- ◆ Population dynamics (size, composition, distribution and density, mobility, displacement)
 - ◆ Social institutions (education, family, economic, political, military, religious, recreation)
 - ◆ Environmental justice (disproportionate or disparate effect on low-income or minority populations)
 - ◆ Ways of life (sub-cultural variation, leisure and cultural opportunities, subsistence hunting and fishing, personal security, basic values, community identity, health and safety)
 - ◆ Land tenure and land use

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- ◆ Legal considerations

Appendices

EA:

1. List of Preparers and Agencies/Persons Consulted
2. Maps (if not in the body of the document)
3. References to Publications (in standard scientific format)
4. Other appendices as needed
5. Response to Public Comments

EIS:

- I. Project Record Index
- II. References to Publications (in standard scientific format)
- III. Glossary
- IV. Index
- V. List of Preparers and Agencies/Persons Consulted
- VI. List of Agencies, Organizations and Persons to Whom Copies of the EIS are Sent
- VII. Content Analysis and Response to Public Comments (FEIS only)
- VIII. Any additional content appendices, as needed.

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Deliverables

Deliverables shall be addressed to the Forest Service Case Manager:

**Kaibab National Forest
Attn: Deirdre A. McLaughlin
742 S Clover Rd
Williams, AZ 86046**

voice: (928)635-5662

fax: (928)635-5680

electronic mail: damclaughlin@fs.fed.us

Deliverables shall be paper copies, facsimiles, and/or electronic copies as specified. Electronic word processing documents shall be Microsoft Word. Final documents shall be delivered on a compact disk in Microsoft Word and .pdf formats. Where multiple copies are indicated, it will be understood these are to be paper copies. Elsewhere where copy media is unspecified, it will be the option of the Prime Consultant to provide the materials by either paper copy or electronic copy. For enhanced communication and to minimize time constraints, it is anticipated and desired that many transmittals will be via electronic means.

The Forest Service will review all draft materials. Generally, one review and correction cycle will be sufficient prior to printing final materials. However, based upon the amount or complexity of the Forest Service's revision comments, the Forest Service shall have the option of reviewing drafts until they are revised to the Forest Service's satisfaction.

All documents shall be published to Forest Service standards. The Prime Consultant, under the direction and guidance of the Forest Service, shall be responsible for printing and distributing all documents, except for those documents that must be published by the Government Printing Office (GPO). GPO publication requirements will be determined on a case-by-case basis. The Prime Consultant shall provide all stenographic, clerical, graphics, layout services and printing to established FS standards. Foldout sheets and large maps shall be provided where applicable. Mailings shall be first class.

All GIS data developed by the Prime Consultant shall meet FS accuracy standards for geographic data and shall be provided electronically to the FS. Forest Service runs software for GIS data in a Windows Server environment on CITRX servers. GIS software is ArcMap 10.2.2. Remote sensing capabilities

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are run using ERDAS IMAGINE 2015 on Windows 7 PC. The data will be in a geodatabase format using UTM 11 NAD 83 projections.

Note: All items shown below that begin with "EA" are applicable only to projects documented in an Environmental Assessment. All items shown below that begin with "EIS" are applicable only to projects documented in an Environmental Impact Statement.

- a. **Reports:** By the 15th of each month, the Prime Consultant shall provide monthly management reports throughout the lifetime of the project. The Prime Consultant shall provide a meeting summary within 5 working days following each meeting during the lifetime of the project.
- b. **Work Plan:** Within 30 days of issuance of the contract, the Prime Consultant shall submit a work plan. The work plan shall be a comprehensive plan and schedule for completion of all aspects of the task order, following the schedule prepared by the Forest Service. See Section VIII.

The work plan shall account for all the tasks within the scope of this task order, deliverables listed below, preparation time, and review time for each draft by the Forest Service. The work plan shall include an assessment of the existing data, preliminary identification of additional data needs for the EA/EIS, and preliminary identification of specific Technical Reports required for the EA/EIS.

- c. **Watershed Condition Analysis:** The Prime Consultant shall analyze and document a watershed condition analysis for the project area in accordance with Forest Service standards. (A model/outline of the watershed analysis process will be made available upon request to the FS case manager.) If ground water resources are to be used for the development of the private land, then a Ground water condition analysis will also be conducted and document in accordance with Forest Service standards.
- d. **Maps of the project area, alternative actions and cumulative actions.**
- e. **Public Involvement Strategy:** The Prime Consultant shall develop and document a strategy regarding who, when and how to involve the public. Develop this in coordination with the project Case Manager and Responsible Official.
- f. **Scoping Comment Summary:** The Prime Consultant shall prepare a summary of scoping comments and issue analysis.

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- g. **Miscellaneous Public Involvement Deliverables:** The Prime Consultant shall be prepared to develop presentation components for public meetings, workshops, newsletters, small group presentations, field trips, news releases, mailings, paid newspaper advertisements, radio/TV announcements, Federal Register notices, brochures/booklets/pamphlets, and informal contacts, as needed.
- h. **Biological Evaluation:** The Prime Consultant shall write the Biological Evaluation (BE) for Section 7 Consultation with the U S Fish and Wildlife Service.
- i. **Technical Reports:** Based on FS review and public scoping, resource issues may be identified which will require separate Technical (Specialist) Reports. Technical Reports are to be written in conformance with Forest Service standards and guidelines. Preliminary Technical Reports (two copies of each) shall be submitted prior to, or concurrent with, the preliminary EA or Draft DEIS.
- j. **Final Technical Reports:** The Prime Consultant will revise the Technical Reports to satisfy all comments made by the Fs reviewers, and include a final, signed and dated original in the Project Record prior to the release of the EA or DEIS. For an EIS, if changes are made between the DEIS and FEIS, a Supplement to the Technical Report shall be included with the original report in the Project Record.
- k. **EA: 30-day Review and Comment Document:** The Prime Consultant shall provide a preliminary EA, along with a transmittal letter, for mailing to the public for the 30-day Notice and Comment process. The Prime Consultant shall prepare enough copies for mailing, based on the requests for paper copies from those who have commented on the project.
- l. **EA: 30-Day Public Review Comments:** The Prime Consultant shall analyze all comment letters received during the 30-day comment period and prepare a document detailing how each substantive comment was considered. This document shall be indexed to the comment letters and placed in the Project Record.
- m. **EA: Preliminary EA:** The Prime Consultant shall provide enough copies of a completed EA that considers public and Forest Service comments, based on the number of request for copies from the public. Support materials, including the Watershed Analysis and Ground Water Analysis shall be arranged in appendices or separate reports and files that are in the Project Record. Information needed to immediately interpret or understand the EA shall be contained in an Appendix. Technical Reports shall be stand-alone

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documents, included in the EA by reference. Relevant information from these reports should be integrated in the EA.

- n. **EA: Final Environmental Assessment:** The Prime Consultant shall revise the preliminary document based on Forest Service comments, and prepare and provide a total of copies of the final document.
- o. **EIS: Draft EIS:** The Prime Consultant shall develop and provide 10 print copies and one electronic copy of the Draft EIS for internal review by the Forest Service Case Manager, Specialists and Responsible Official. The DEIS shall follow the outline developed by the Forest Service, and shall be complete.
 - i. Support materials, including the Watershed Analysis and Ground Water Analysis shall be arranged in appendices or separate reports and files that are in the Project Record. Information needed to immediately interpret or understand the EIS shall be contained in an Appendix. Technical Reports shall be stand-alone documents, included in the EIS by reference. Relevant information from these reports should be integrated in the EIS
- p. **EIS: Draft EIS:** The Prime Consultant shall revise the preliminary draft based on the Forest Service's internal review comments. The Prime Consultant shall prepare and print a number of copies for mailing to the public, based on the requests from commenters; an electronic copy will be made available for any interested public to download. The Forest Service will file the document with the Environmental Protection Agency (EPA) in accordance with 40 CFR 1506.9 and any other required Federal agencies pursuant to FSH 1909.15 Chap. 23.2. The Prime Consultant shall mail the DEIS to the maintained mailing list. Anticipate a minimum of 100 copies to be mailed, with the final number based on the request for print documents from the public.
- q. **EIS: Content Analysis and Draft Responses to Public Comments:** The Prime Consultant shall analyze all comment letters received during the DEIS comment period and prepare and provide draft responses to these comments. The comments and responses shall be a side-by-side format for ease of reference. They shall also be indexed in a logical and easy-to-find manner.
- r. **EIS: Final Environmental Impact Statement:** Following public review, the Prime Consultant shall prepare and provide 10 copies of the preliminary FEIS for internal review by the Case Manager, FS Specialists and the Responsible Official. The preliminary FEIS shall include all comments and responses, and it shall be a full final document.
- s. **EIS: Final Environmental Impact Statement:** The Prime Consultant shall

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revise the preliminary based on Forest Service comments, and prepare and provide a total of five copies of the final document.

- t. **Decision Document:** The Prime Consultant shall provide a draft decision document (Decision Notice or Record of Decision) that includes everything required by the Forest Service except the actual decision and rationale (see FSM 1909.15, Section 43 for an EA, and Section 27.2 for an EIS).
- u. **Final EA/EIS and Decision Documents:** Following Forest Supervisor approval of the EA/EIS and Forest Service preparation of the final Decision Notice or Record of Decision (ROD), the Prime Consultant shall prepare and print 10 copies of the EA/DN or FEIS/ROD, except as required by the GPO. The Prime Consultant shall provide a camera-ready copy, an electronic copy, and a minimum number of copies, based on the request for printed copies, to the Forest Service. The Forest Service will file copies of the FEIS/ROD with the EPA and mail copies to other Federal agencies as required. The Prime Consultant shall mail the EA/DN or FEIS/ROD to the maintained mailing list. The remaining copies shall be supplied to the Forest Service.
- v. **Project Record:** The Project Record includes all the documents of all types (papers, studies, data, reference maps, correspondence, computer runs, etc.) in all formats (paper, hard drive, floppy disk, compact disk, magnetic tape, etc.) that support the decision making process.

The Prime Consultant will provide the Project Records in chronological order in 3-ring binders with an index of all documents. Make an indexed electronic copy of the complete project record. This includes documents in the format they are created as well as pdf versions of all documents. The Case Manager is responsible for providing the Prime Consultant with all Forest Service internal documents for the Project Record that supports the NEPA process and decision.

Requirements for development and maintenance of project records are found in 36 CFR 217.2 "Decision Documentation" and "Decision Document," 36 CFR 219.8(g), 36 CFR 219.10(h), 40 CFR 1506.6(f), and Forest Service Manual 1950.3(4). The Forest Service also has examples of how a Project Record should be built.

The Prime Consultant must submit two exact copies and the original at the completion of the Contract. The two copies shall be single-side copies with no staples. Each Project Record entry will be separated by a numbered page divider.

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I. ESTIMATED TIMELINE and PROGRESS SCHEDULE WORKSHEET For NEPA ANALYSIS

Time Frame			Description	Products	Responsible Official Sign-Off Required?
Forest Service provides proposed action, purpose and need, decision to be made.					
Forest Service defines scope of analysis.					
From	To	Days			
			Develop Public Involvement Strategy in coordination with the FS project Case Manager and Responsible Official. Initiate project record.	Public Involvement Strategy. Project Record & Index started	Yes (FS to review within 7 days)
			Prepare initial letter outlining the proposal, purpose & need, decision to be made. Send to interested people, based on FS initial mailing list. Make key public contacts.	Initial scoping letter to public. Update Project Record & Index.	Yes (FS to review within 5 days)
			Review responses to scoping letter. In an interdisciplinary manner: Document and track issues. Identify preliminary significant or key issues. Develop a preliminary range of reasonable alternatives that addresses significant or key issues and meet the purpose and need of the proposed action (the no action alternative is included). Develop mitigation measures and monitoring actions. Define the evaluation criteria to use in measuring the effects to the significant issues. Prepare materials for Responsible Official approval. Coordinate with FS as needed. Develop requests to the FS for further information needs.	Scoping Comment Summary Approved significant or key issues Alternative development process Approved alternatives considered in detail Approved issue evaluation criteria Notes on alternatives not considered in detail. Information needs	Yes (FS to review within 10 days)

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Time Frame		Description	Products	Responsible Official Sign-Off Required?
		<p>Prepare draft of EA or DEIS for FS review.</p> <p>For Chapter III:</p> <ul style="list-style-type: none"> • Manage effects analysis (specialist) reports and information for Chapter III. • Describe the affected environment as it relates to the proposed action, purpose & need, significant issues & alternatives. • In an interdisciplinary manner: List and map past/present/future actions for cumulative effects; list analysis measures for each resource and significant issue; complete effects analysis using evaluation criteria identified in Chapter II, including cumulative effects; and complete visual aids and maps. <p>Complete BAE for FS biologist to review and use in consultation (if needed) with USFWS.</p> <p>Complete cultural assessment for FS archeologist to review and use in consultation with SHPO.</p>	<p>Draft of EA or DEIS for FS review.</p> <p>Specialist effects reports.</p> <p>Completed BAE.</p> <p>Completed cultural assessment for SHPO.</p> <p>Update project record.</p>	(FS review within 20 days)
		<p>In an interdisciplinary manner: Reviews FS comments on the EA or DEIS. Continue with other planning work.</p> <p>Complete final editing of the EA or DEIS</p>	<p>Update project record.</p> <p>Final EA or DEIS, incorporating FS feedback</p>	
		<p>EA only: Prepare and submit for FS review a draft 30-day public comment letter, describing the review and comment process. FS has a template.</p>	<p>Approved EA or DEIS</p> <p>Approved cover letter for 30-day comment.</p>	<p>Yes (FS to review within 5 days)</p>

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Time Frame			Description	Products	Responsible Official Sign-Off Required?
			<p>EA only: Mail approved 30-day comment package (EA or DEIS and cover letter) to interested people (from scoping responses or other indication of interest)</p> <p>EA only: Analyze comments and consider how to address them in the EA.</p>	<p>Comment Consideration document.</p> <p>Update project record.</p>	
			<p>EA only: Adjust document as needed, based on public comments gathered during the 30-day comment period.</p>	<p>Update project record.</p>	
			<p>EA only: Finalize EA</p>	<p>Final EA for FS review</p>	<p>Yes (FS to review within 10 days)</p>
			<p>EIS only: FS selects preferred alternative.</p>	<p>DEIS: Preferred alternative selected by Responsible Official.</p> <p>Update project record.</p>	<p>Preferred alternative selected by Responsible Official (DEIS).</p>
			<p>EIS only:</p> <p>Publish DEIS for 45-day comment period.</p> <p>Mail DEIS for public comment.</p>	<p>Publish & mail DEIS.</p> <p>Update project record.</p>	

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Time Frame			Description	Products	Responsible Official Sign-Off Required?
			<p>EIS only:</p> <p>In an interdisciplinary manner: Analyze comment letters and determine how comments will be addressed.</p> <p>Draft response to comments.</p> <p>Outline changes, additions needed before issuing FEIS for FS review, along with requests to the FS for information needs.</p> <p>Draft FEIS for FS review.</p>	<p>Draft Content Analysis and Responses to Comments on DEIS for FS review.</p> <p>Changes, additions needed before issuing FEIS for FS review.</p> <p>Update project record.</p>	(FS review within 15 days)
			<p>EIS only:</p> <p>In an interdisciplinary manner: Review FS comments on Content Analysis of comment letters and Response to Comments.</p> <p>Incorporate any needed changes into FEIS.</p> <p>Draft FEIS completed for FS review.</p>	<p>Get reviews and finalize Content Analysis of comment letters & Response to Comments.</p> <p>Draft FEIS for FS review.</p> <p>Complete project record.</p>	(FS review within 15 days)
			<p>For EIS only:</p> <p>In an interdisciplinary manner: Review FS comments on draft FEIS.</p> <p>Complete final editing of FEIS.</p>	<p>Edited/final version of FEIS.</p>	

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Time Frame			Description	Products	Responsible Official Sign-Off Required?
			<p>Draft DN or ROD for FS completion (FS will provide the actual decision and decision rationale).</p> <p>Complete Project Record.</p> <p>Publish EA and DN or FEIS and ROD.</p> <p>Mail EA/DN or FEIS/ROD.</p> <p>Make 1 hard copy of complete Project Record.</p> <p>Make an electronic copy of the complete project record. This includes documents in the format they are created as well as pdf versions of all documents.</p> <p>Transfer Project Record to FS.</p>	<p>Draft DN or ROD.</p> <p>Publish and mail EA/DN or FEIS/ROD.</p> <p>Update project record and make 2 copies.</p>	Yes

ITEM NO. 6B

AGREEMENT

BETWEEN

**ARIZONA DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY
OFFICE OF MANUFACTURED HOUSING**

AND

TOWN OF TUSAYAN

TO ENFORCE INSTALLATION STANDARDS

This **AGREEMENT** ("Agreement") is entered into this _____ day of _____, _____, by and between the **ARIZONA DEPARTMENT OF FIRE, BUILDING AND LIFE SAFETY, OFFICE OF MANUFACTURED HOUSING** ("OMH") and the Town of Tusayan ("Agency").

WHEREAS, pursuant to A.R.S. § 41-2151 the purpose of OMH is to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and the installation of the same.

WHEREAS, A.R.S. § 41-2153(B) (5) directs the Deputy Director of OMH to enter into agreements with local enforcement agencies to enforce the installation standards in their respective jurisdictions consistent with the installation standards of OMH; and

WHEREAS, it is the desire of both parties to eliminate unnecessary duplication of inspections regarding installation standards within the Agency's jurisdiction;

NOW, THEREFORE, in consideration of the premises and mutual promises and undertakings herein contained, and for other good and valuable consideration, the parties agree as follows:

1. **Monitoring and Enforcement.** For the duration of this Agreement, the Agency will monitor and enforce the installation standards set forth in A.R.S. § 41-2195 and A.A.C. R4-34-102 as they apply to installation standards and accessory structures.
2. **Term.** The term of this Agreement shall be for five (5) years from the date of this Agreement.
3. **Standards of Performance.** In exercising the authority delegated hereunder the Agency shall perform to the same standards of performance that the law imposes upon OMH in exercising the authority described in section 1 hereof. In addition, the Agency shall not approve any installation unless the installer affixes a State Insignia of Approval as required by A.A.C. R4-34-802.A and pays to the Agency the fee established by OMH pursuant to the authority by A.A.C. R4-34-501 and as permitted by A.A.C. R4-34-506.
4. **Monthly Reporting.** The Agency in this Agreement shall submit a Monthly IGA Report to OMH. A copy of each closed mobile home/HUD manufactured home or FBB permit shall be

submitted with the monthly report. The monthly report with copies of permits shall be submitted by mail, fax, or email, on or before the 15th of the following month. OMH will provide the monthly report format which will require the following be collected and documented:

- a. ARZ HUD label number(s) or FBB manufacturers insignia number
- b. Unit serial number
- c. Installation insignia or FBB plan approval number
- d. Address of installation
- e. Date of approved final installation inspection

5. Fees Charged by the Agency. Permit fees charged by the Agency shall be the same as the Fee Schedule created by OMH pursuant to its authority under A.R.S. § 41-2144 (4) and A.A.C. R4-34-501 and no more than permitted by R4-34-801(E). All fees collected by the Agency shall be kept by the Agency as compensation for the services performed by the Agency under this agreement. The Agency shall not be entitled to any other compensation for services rendered by it under this Agreement.

6. Termination. Either party may terminate this Agreement at any time without cause by giving the other party thirty (30) days written notice prior to the date of termination. Additionally, OMH may terminate this Agreement immediately and without notice, if OMH determines that the installation standards required in the Agreement are not being maintained, or that local fees are not consistent with the inspection fees established by the Board of Manufactured Housing.

7. Qualifications of Personnel. The personnel that perform the functions delegated to the Agency in paragraph 1 hereof shall each have no less than one year of experience as a building code inspector or manufactured housing installation inspector.

8. Inspector Training. All Agency Inspectors performing under this Agreement shall participate in required initial and/or periodic training as set and coordinated by the State.

9. Duties of OMH. Should OMH require inspections of any portion of the installation of mobile, manufactured homes, accessory structures or factory built buildings not required by the Rules referred to herein and not covered under this Agreement, OMH shall be responsible for the inspections and enforcement thereof.

10. Notices. All notices shall be mailed or delivered to the party to receive such notice to the following address.

- a. If intended for OMH to:

Department of Fire, Building and Life Safety
Office of Manufactured Housing
1110 West Washington, Suite #100
Phoenix, AZ 85007-2935

Attn: Debra Blake
Title: Deputy Director
Phone: (602) 364-1022

b. If intended for Agency, to:

Town of Tusayan
845 Mustang Drive
P.O. Box 709
Tusayan, Arizona 86023

Attn: Tim Stine
Title: Building Official
Phone: (928) 607 8732

11. Interpretation and Amendments. This Agreement contains the entire agreement between the parties hereto. This Agreement shall not be amended or modified in any manner, except by an instrument in writing signed by the parties hereto.

12. Headings. Headings are for convenience only and are not to be construed as part of this Agreement.

13. Invalidity of a Term. The parties agree that in the event any term, covenant or conditions herein contained should be held to be invalid or void, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition of this Agreement.

14. Dispute. In the event of any dispute between the parties under this Agreement, the parties agree that they shall submit the dispute to arbitration pursuant to A.R.S. §§ 12-133(D) and 12-1518.

15. Inspection and Audit. Pursuant to A.R.S. §§ 35-214 and 35-215, all books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement. Such records shall be produced at the Auditor General's Office or such other office as the parties hereto may mutually agree within a reasonable time after request.

16. Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation by the Governor of Arizona pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

17. Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order No. 2009-09.

18. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. The exclusive venue for any litigation, arbitration, administrative hearing or the like concerning this Agreement or any matter arising therefrom shall be in Maricopa County, State of Arizona.

19. Unavailability of Funding. Every payment or financial obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by any party at the end of the period for which funds are available. No liability shall accrue to any party in the event this provision is exercised,

and neither the OMH or Agency shall be obligated or liable for any future payments nor for any damages as a result of termination under this paragraph.

20. E-verify. To the extent applicable under A.R.S. § 41-4401, each party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each party has the right to inspect the papers of the other party or its subcontractors participating in this Agreement and may result in the termination of the Agreement by a non-breaching party under terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement and have executed this Agreement the day, month and year first written above.

OFFICE OF MANUFACTURED HOUSING

TOWN OF TUSAYAN:

Name: _____
Debra Blake, Deputy Director
Department of Fire, Building and Life Safety
Office of Manufactured Housing

Name: _____
Greg Byran, Mayor

ATTEST: _____
Melissa M. Drake, Town Clerk

APPROVED this _____ day of _____, _____.

This Intergovernmental Agreement has been reviewed by the undersigned attorney for the Agency who has determined that it is in appropriate form and within the powers and authority granted by law to the Agency designed herein.

BY: _____
William J Sims, Town Attorney

This Intergovernmental Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General, who has determined that it is in the proper form and is within the powers granted under the laws of the State of Arizona to those Parties to the Agreement represented by the Attorney General.

Dated this ___ day of _____, _____.

BY: _____
Mary D. Williams,
Assistant Attorney General