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5 UNITED STATES
6 DEPARTMENT OF THE INTERIOR
7 BUREAU OF RECLAMATION
8 INTERIOR REGION 8: LOWER COLORADO BASIN
9 YUMA AREA OFFICE
10 YUMA, ARIZONA

11
12 COLORADO RIVER BASIN SALINITY
13 CONTROL PROJECT, PROTECTIVE AND REGULATORY
14 PUMPING UNIT, TITLE I DIVISION, FIVE MILE ZONE, ARIZONA
15

16
17 1. THIS CONTRACT AND LICENSE (License), is made this ___day of _____, 20___,
18 pursuant to provisions of the Reclamation Act of June 17, 1902 (32 Stat. 388); the Reclamation
19 Project Act of August 4, 1939 (53 Stat. 1187), as amended August 18, 1950 (64 Stat. 463); and
20 acts amendatory thereof or supplementary thereto; and the provisions of 43 CFR § 429, between
21 the United States of America, acting through the Bureau of Reclamation, hereinafter referred to
22 as “Reclamation,” represented by the officer executing this License, hereinafter referred to as the
23 “Area Manager,” and the Yuma County Airport Authority, Inc., hereinafter referred to as the
24 “Licensee.”

25
26 WITNESSETH THAT:
27

28 2. WHEREAS, pursuant to the authority delegated by Secretarial Orders of June 27, 1902,
29 January 31, 1903 and April 9, 1904, certain lands herein described were withdrawn for
30 Reclamation project purposes; and
31

32 3. WHEREAS, on March 17, 1952, Reclamation entered into a License to Use Lands for
33 Airport Purposes, bearing Contract No. I58r-544 with the County of Yuma of the State of
34 Arizona; and
35

36 4. WHEREAS, on September 17, 1973, Reclamation entered into an Amendatory License to
37 Use Land for Airport Purposes, bearing Contract No. I58-544, 1st Amendment with the County
38 of Yuma of the State of Arizona; and
39

40 5. WHEREAS, on February 18, 1986, Reclamation entered into Contract No. 6-07-34-L0550
41 (hereinafter Contract)with the County of Yuma of the State of Arizona for the operation and
42 maintenance of an airport on Reclamation lands for a term of twenty-five (25) years, which
43 Contract was amended on October 23, 2009, providing for an extension of twenty-five (25)

44 years; and

45
46 6. WHEREAS, the Licensee has been operating the aviation facility in accordance with lease
47 agreements between the County of Yuma and the Yuma County Airport Authority, dated January
48 17, 1966, September 17, 1973, May 19, 1986, and November 20, 2007; and

49
50 7. WHEREAS, the County of Yuma has formally concurred with the termination of the
51 Contract and provided its support of the Licensee entering into this License independent of the
52 County by letter dated _____; and

53
54 8. WHEREAS, the Licensee is a public agency independent of the County of Yuma, is a non-
55 profit corporation and an airport authority in accordance with Arizona Revised Statutes (A.R.S.)
56 § 28-8411 et seq., and is recognized by the State of Arizona as a validly organized and existing
57 body politic and corporate; and

58
59 9. WHEREAS, Rolle Airfield is located on Reclamation lands located within Reclamation's 5-
60 Mile Zone Protective and Regulatory Pumping Unit, authorized by the Colorado River Basin
61 Salinity Control Act (88 Stat. 266); and

62
63 10. WHEREAS, the location of Rolle Airfield is within a "limited use" area as identified in
64 Reclamation's *5-Mile Zone Protective and Regulatory Pumping Unit Resource Management*
65 *Plan*, and is also adjacent to the Flat-Tailed Horned Lizard Management Area and as such,
66 Reclamation must at all times maintain its capabilities to meet water deliveries to Mexico and
67 conserve the Flat-Tailed Horned Lizard habitat; and

68
69 11. WHEREAS, the Rolle Field Airport Master Plan Final Report was completed in May 2015;
70 and

71
72 12. WHEREAS, an Environmental Assessment for Rolle Airfield was completed in April 2017;
73 and

74
75 13. WHEREAS, the Licensee has requested a new right of use authorization from Reclamation
76 to continue operation and maintenance of a public use airport on lands of the United States for
77 general aviation purposes in accordance with Federal, State, and local regulations as described in
78 the Rolle Field Airport Master Plan Final Report; and

79
80 14. WHEREAS, the granting of such authorization and right-of-use by Reclamation and the
81 exercise of such right-of-use by the Licensee under the terms and conditions herein provided will
82 be compatible with the purposes for which the lands are administered on behalf of the
83 United States by Reclamation.

84
85 15. NOW, THEREFORE, in consideration of the mutual agreements and covenants contained

86 herein, Reclamation, on behalf of the United States, by this Contract and License, hereby grants
 87 to the Licensee, subject to the terms and conditions set forth herein and subject to all prior
 88 existing rights, the following described authorization for the continued use, operation, and
 89 maintenance of an airport facility (hereinafter Airport), which includes the right to operate,
 90 maintain, and install all equipment necessary for the safety of aircraft; the right of ingress to and
 91 egress from the premises, which shall also extend to Licensee's employees, guests and patrons;
 92 the right, in common with others authorized to do so, to use common areas of the airport,
 93 including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying
 94 and landing of aircraft to wit:

95

96 DESCRIPTION OF PREMISES

97

98 Gila and Salt River Meridian, Arizona

99

100 Township 10 South, Range 24 West,
 101 section 35, within portions of, and comprising of 640 acres, more or less.

102

103 The Premises are further described and depicted on Exhibit B, attached hereto and by this
 104 reference made a part hereof.

105

106 (a) By accepting and signing this License, and by using the Premises described herein,
 107 the Licensee agrees to comply with and be bound by the terms and conditions described or
 108 referenced herein during all use, operation, maintenance, and termination activities of the
 109 Airport.

110

111 16. OWNERSHIP OF AIRPORT: The Licensee shall at all times and at its sole expense,
 112 without any expense and/or liability whatsoever to the United States, own, operate, and maintain
 113 the Airport in a manner so as not to interfere with the proper use and operation of or cause injury
 114 or damage to any property or waters of the United States, and/or any facilities or project works of
 115 Reclamation. The Licensee shall reimburse Reclamation for all injury or damage to said
 116 property, waters, facilities, and/or project works arising out of the utilization of the rights granted
 117 pursuant to this License which is caused by the Licensee, and the Licensee shall promptly pay
 118 any invoice rendered therefore by Reclamation.

119

120 17. WATER: Nothing contained in this License shall be deemed to entitle the Licensee to, nor
 121 shall be construed as granting any rights to obtain water from the United States, and no wells
 122 shall be constructed or installed on the lands covered by this License.

123

124 18. TERM: This License, unless terminated sooner as provided by Article 19 herein, shall
 125 terminate twenty-five (25) years from the date hereof. This License may, upon written
 126 agreement of the parties, be extended for an additional twenty-five (25) year term. Any request
 127 for extension shall be filed by the Licensee, in writing, with the Area Manager. Any request for

128 extension must be filed not less than one hundred and eighty (180) days prior to termination of
129 this License.

130 19. TERMINATION:

131

132 (a) This License shall terminate and all rights granted to the Licensee hereunder shall
133 cease, and the Licensee shall quietly deliver to Reclamation possession of the Premises in like
134 condition as when taken, reasonable wear and tear excepted:

135

136 (1) At the expiration of the term as provided by Article 18; or

137

138 (2) For nonuse of the Premises by the Licensee for a period of two (2) years
139 following the execution of this License, at the option of Reclamation; or

140

141 (3) At any time by Licensee upon sixty (60) days written notice to Reclamation; or

142

143 (4) After failure of the Licensee to observe any of the conditions of this License, to
144 include payment of any and all sums due to Reclamation as set forth herein, and on the tenth
145 (10th) day following service of written notice on the Licensee of termination because of failure
146 to observe such conditions. Any notice required by this Article shall be served by certified mail
147 addressed to the respective post office addresses provided in Article 32, and the mailing of any
148 such notice properly enclosed, addressed, stamped, and certified, shall be considered service.

149

150 (5) Upon the expiration, termination, or revocation of this License, if all use fees
151 and damage claims due Reclamation have been paid, the Licensee may be required, at the option
152 of Reclamation, to remove any or all of said Airport placed in or upon the Premises and shall
153 restore the Premises to a condition satisfactory to Reclamation. If the Licensee fails to remove
154 said Airport within a timeframe mutually agreed to by Reclamation and the Licensee, the Area
155 Manager may, on behalf of Reclamation, deny and prohibit any or all public access to said
156 Airport or remove said Airport at the expense of the Licensee, and the Licensee shall promptly
157 pay all expenses of Reclamation, for removal and restoration upon receipt of billing.

158

159 (6) Reclamation may, at any time and at no cost or liability to the United States,
160 terminate this License in the event of a natural disaster, a national emergency, a need arising
161 from security requirements, or an immediate and overriding threat to public health and safety.

162

163 (7) Reclamation may, at any time and at no cost or liability to the United States,
164 terminate any use authorization for activities other than existing authorized private exclusive
165 recreational or residential use as defined under 43 CFR § 429.2 (2016) if Reclamation
166 determines that any of the following apply:

167

168 (i) The use has become incompatible with authorized project purposes, project
169 operations, safety, and security;

170 (ii) A higher public use is identified through a public process described
 171 at 43 CFR § 429.32(a)(1) (2016); or

172
 173 (iii) Termination is necessary for operational needs of the project.

174
 175 (8) Reclamation may, at any time and at no cost or liability to the United States,
 176 terminate this License if it determines that the Licensee has used this License for any purpose
 177 other than its intended purpose.

178
 179 (9) Reclamation may, at any time and at no cost or liability to the United States,
 180 terminate this License if the Licensee fails to comply with all applicable Federal, State, and local
 181 laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives
 182 and standards, existing or hereafter enacted or promulgated, or terms and conditions of any use
 183 authorization, or to obtain any required permits or authorizations.

184
 185 (10) Should this License be terminated, Reclamation, reserves the right to bar the
 186 Licensee from the authorization to use Reclamation lands and rights-of-way for a period of time,
 187 as determined by the Area Manager.

188
 189 20. TERMINATION OF CONTRACT: Effective immediately preceding the execution of this
 190 License, that certain Contract No. 6-07-34-L0550, by and between Reclamation and the County
 191 of Yuma, last amended October 23, 2009, relating to the same Premises, shall terminate and be
 192 of no further force or effect. shall cease, and the Licensee shall quietly deliver to Reclamation
 193 possession of the Premises in like condition as when taken, reasonable wear and tear excepted.

194
 195 21. CONSIDERATION: The purpose of this License is to authorize Licensee's use of the
 196 Premises to continue to operate and maintain a public airport. In recognition of the airport's
 197 benefit to the general public, pursuant to the provisions of 43 CFR 429.26, payment of
 198 administrative and use fees shall be waived.

199
 200 22. EXCEPTIONS AND RESERVATIONS:

201
 202 (a) Reclamation reserves the right of their officers, employees, and agents to at all times
 203 have unrestricted access and ingress to, passage over, and egress from all of the Premises to
 204 make investigations of all kinds, dig test pits and drill test holes, to survey for, operate, and
 205 maintain existing Reclamation works and facilities, and to construct reclamation and irrigation
 206 works and other structures incident to Reclamation project needs and purposes. Reclamation
 207 shall have no obligation to restore the Licensee's Airport if Reclamation exercises its rights
 208 reserved herein. All costs, expenses, obligations, and duties, to restore any part of the Licensee's
 209 Airport shall be incurred by the Licensee.

210
 211 (b) The rights granted hereunder shall not be exclusive in character and Reclamation

212 reserve to itself, its successors and assigns, the right against the Licensee to use any or all of the
213 Premises, which is or may be crossed, or upon which irrigation and drainage facilities and works
214 of Reclamation have been constructed, and to construct, reconstruct, operate, and maintain
215 therein and thereon works including, but not limited to, dams, dikes, canals, waste ways, laterals,
216 ditches, telephone and telegraph lines, electric transmission lines, roadways, and appurtenant
217 irrigation and drainage structures which may be needed or useful in connection with or as part of
218 canals, laterals, and other irrigation and drainage facilities without any payment by Reclamation
219 its successors and assigns, for the exercise of such right. The Licensee agrees that if the
220 construction, reconstruction, installation, operation, or maintenance of any or all of such works
221 of Reclamation, on or across the Premises, should be made more expensive by reason of the
222 existence of the Licensee's Airport, such additional expense may be estimated by Reclamation
223 whose estimate shall be final and binding upon the parties hereto, and within thirty (30) days
224 after demand is made upon the Licensee for payment of any such sums, the Licensee shall make
225 payment thereof to Reclamation, its successors and assigns, for constructing, operating, or
226 maintaining such works across, over, under or upon the Premises.

227
228 (c) Reclamation reserves the right to inspect the Licensee's Airport under the terms of
229 this License at any time during the term of this License.

230
231 (d) Jurisdiction of and supervision by Reclamation over the Premises is not surrendered
232 or subordinated by issuance of this License and Reclamation reserves the right to issue additional
233 use authorizations and other agreements for compatible use of the Premises.

234
235 23. TERMS AND CONDITIONS: In use of the Premises, the Licensee shall faithfully observe
236 each of the following conditions:

237
238 (a) The Licensee, at its sole expense, shall construct, install, own, use, operate, and
239 maintain Licensees' Airport in conformity with all applicable Federal, State, and local laws,
240 regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives and
241 standards, existing or hereafter enacted or promulgated, including but not limited to, those
242 relating to pollution and environmental control.

243
244 (b) The Licensee shall be solely responsible for, and insure that, said Airport is not
245 expanded outside of the limits provided by this License. Licensee must obtain written
246 authorization from the Area Manager prior to making any changes to the Airport, as described on
247 Exhibit A.

248
249 (c) All construction, reconstruction, installation, ownership, use, operation, and
250 maintenance activities undertaken pursuant to this License shall be in conformity with the
251 specifications approved in advance by the Area Manager and shall be conducted by the Licensee
252 at all times in a manner satisfactory to the Area Manager.

253 (d) The Licensee shall at all times, and at its sole expense, operate and maintain and

254 make necessary repairs and replacements on said Airport in a good and workmanlike manner so
255 as not to interfere with the proper use and operation of, or caused injury or damage to any
256 property, irrigation, and drainage facilities, or other works of Reclamation. All equipment
257 installed, operated, and maintained pursuant to this License will be maintained in a safe
258 condition satisfactory to the Area Manager. The Licensee will reimburse Reclamation for all
259 injury or damage to property, irrigation and drainage facilities, or other works of Reclamation
260 arising out of the utilization of the rights granted pursuant to this License which is caused by the
261 Licensee, its officers, agents, or employees, and the Licensee will promptly pay any bills
262 rendered therefore by Reclamation.

263
264 (e) During any construction and use of the Premises, the Licensee shall carry out proper
265 and efficient measures wherever and as often as necessary to reduce nuisance by dust, and to
266 prevent dust which has originated from its operations from damaging any other properties or
267 causing a nuisance to persons.

268
269 (f) The Licensee shall reimburse Reclamation for any and all costs and expenses
270 incurred in the defense of any action which challenges the Licensee's use of the Premises.

271
272 (g) The rights granted by this License are subject to any and all applicable Federal, State,
273 and local laws, regulations, ordinances, Executive Orders, and Reclamation Laws, policies and
274 directives and standards, existing or hereafter promulgated, and rights of Reclamation, the
275 United States, and to existing rights in favor of the public or third parties. The Licensee agrees
276 that it is its sole responsibility to make whatever arrangements as are necessary to obtain such
277 rights as may be required of the Licensee from any other party or parties holding any other
278 interests.

279
280 (h) The Licensee shall notify the Area Manager within ninety (90) days of substantial
281 completion of any construction activities, and within said ninety (90) days shall undertake
282 customary and prudent measures to smooth, recontour, clean, remove debris, grade, scarify,
283 repair, restore, or otherwise rehabilitate the lands, water, structures, and facilities of Reclamation
284 that were disturbed to a condition of appearance and stability comparable to the surrounding
285 undisturbed lands, to the satisfaction of the Area Manager.

286
287 (i) The Licensee shall not issue or grant easements, rights-of-way, land rights, leases,
288 licenses, permits, crossing agreements, recreational or special use agreements, and shall not
289 allow commercial ventures on the Premises. Any such use instruments shall be issued by
290 Reclamation only.

291
292 (j) The Licensee shall ensure the Premises and surrounding area are maintained in a
293 sanitary condition at all times. All trash and debris shall be removed upon leaving the Premises.

294
295 (k) The Licensee shall ensure that no unauthorized encroachment occurs, and no waste is

296 committed, on Reclamation lands under this License.

297

298 (l) The Licensee shall have the right to allow its agents, contractors, and subcontractors
299 to use Reclamation withdrawn lands under this License for the purposes stated herein.

300

301 (m) The Licensee shall promptly reimburse Reclamation for all damages to Reclamation
302 withdrawn lands, waters, facilities, and/or project works, arising out of any construction,
303 reconstruction, installation, operation, maintenance, use, termination, or removal by the Licensee
304 of the Licensee's Airport located on Reclamation withdrawn lands under this License, provided,
305 however, that if Reclamation does not use the payment to repair such damages, Reclamation
306 shall not recover additional payment for such damages at the time of termination of this License.

307

308 (n) Licensee shall comply with the requirements contained within 43 CFR § 423.41 as
309 they specifically apply to aircraft and aircraft operations. In the event the terms and conditions
310 of this License and the regulations established in 43 CFR 423 and 43 CFR 429 conflict, the
311 requirements of said federal regulation shall prevail.

312

313 (o) Licensee shall comply with 43 CFR 423, a federal regulation pertaining to "Public
314 Conduct on Bureau of Reclamation Facilities, Lands, and Waterbodies".

315

316 (p) The Licensee shall not use the Premises or permit the use thereof for any purposes
317 except as set forth herein.

318

319 24. SPECIAL STIPULATIONS:

320

321 (a) The Licensee shall ensure that the Premises will not be landscaped with vegetative
322 materials.

323

324 (b) The Licensee shall protect all properties owned and/or previously permitted by
325 Reclamation within its withdrawn lands.

326

327 (c) The Licensee shall restore and repair, if necessary, the Premises and surrounding area
328 to its original condition or improved and in a manner satisfactory to Reclamation.

329

330 (d) This authorization to use Reclamation's withdrawn lands shall not be construed as a
331 grant of any permanent ownership and/or interest or as abandonment by the United States or
332 Reclamation of any rights, including but not limited to, use and occupancy of the Premises,
333 and/or Reclamation's withdrawn lands.

334

335 (e) In case of emergency involving the withdrawn lands the Licensee shall immediately
336 notify Reclamation at telephone No. 928-343-8100.

337

338 (f) Reclamation and the District retain all rights previously reserved and the authority to
339 enter upon the Premises.

340

341 (g) Should the Licensee perform any installations and/or construction within the Airport
342 which will require design plans, Reclamation will accept no responsibility for the structural
343 adequacy of any future improvements to the Airport.

344

345 (h) Except in an emergency, the Licensee shall notify Reclamation, in writing, at least
346 thirty (30) days prior and shall have written authorization from Reclamation before beginning
347 any construction or surface disturbing maintenance work.

348

349 (i) The Licensee shall provide a construction schedule and seventy-two (72) hour notice
350 to Reclamation prior to the start of any construction activity. Said seventy-two (72) hour notice
351 shall be provided to Reclamation's Technical Support Office, Construction Services Group
352 Manager, Mr. Alex Belous, at telephone No, 928-343-8314 and/or by electronic mail at
353 abelous@usbr.gov, so that a Reclamation Inspector can attend any pre-construction meetings and
354 be on site during construction and installation activities.

355

356 (j) Within 90 calendar days of the completion of any construction, the Licensee shall
357 furnish Reclamation with as-built drawings depicting the location, elevation, and depth of the
358 completed project, as installed. Said drawings shall be provided to Reclamation in AutoCAD
359 Civil 3D 2013 format, or compatible, one (1) 11x17 size drawings, and one (1) electronic copy
360 (CD) of the drawings.

361

362 (k) All on-site personnel will be personally instructed by Licensee regarding the
363 above-listed conditions.

364

365 25. INSURANCE: The Licensee shall obtain levels of insurance to adhere to the following
366 terms and conditions:

367

368 a. As evidence of the insurance coverage required by this License, the Licensee shall
369 furnish certificate(s) of insurance to Reclamation at the commencement of this License. The
370 insurance certificate shall name the United States, Bureau of Reclamation, and its officers,
371 agents, and employees as additional insureds. Insuring companies or entities are subject to
372 Reclamation acceptance. If requested, complete copies of insurance policies, trust agreements,
373 etc. shall be provided to Reclamation. All liability policies must provide that the insurance
374 company will have no right of subrogation against the United States. The Licensee shall be
375 financially responsible for all deductibles, self-insured retentions and/or self-insurance included
376 hereunder. There shall be no cancellation, material change, reduction of limits or intent not to
377 renew the insurance coverages without thirty (30) days prior written notice from the Licensee or
378 its insurer to Reclamation. The Licensee shall provide Reclamation with each renewal certificate
379 as they are renewed, throughout the life of the License. Insurance coverage amounts are subject

380 to Reclamation's periodic review, which are expected to occur at least once every 5 years; or as
381 Reclamation deems necessary.

382
383 b. Liability. The Licensee shall have in force general liability insurance with a combined
384 single limit, or the equivalent, of not less than \$5,000,000 for each occurrence of bodily injury
385 and property damage. Insurance shall include contractual liability coverage for the indemnity
386 provided under this License.

387
388 c. Casualty. The Licensee shall have in force casualty insurance for the Federal property
389 covered by this License. At the discretion of Reclamation, the Licensee may be required to use all
390 proceeds from property damage insurance policies to repair, rebuild, restore, or replace damaged
391 government property covered by the policy, or may obtain payment of those proceeds from the
392 Licensee or insurance company.

393
394 GENERAL PROVISIONS

395
396 26. HOLD HARMLESS:

397
398 (a) The Licensee hereby agrees to indemnify and hold harmless Reclamation, its
399 officers, employees, agents, and assigns, from any loss or damage and from any liability on
400 account of personal injury, property damage, or claims for personal injury or death arising out of
401 the Licensee's activities under this License. Additionally, except for acts of negligence, the
402 Licensee releases Reclamation, its officers, employees, agents, and assigns, from any and all
403 liability for damage arising from injury to persons or damage to structures, equipment,
404 improvements, or works of the Licensee resulting from the construction, reconstruction,
405 operation, or maintenance of any of the works of Reclamation. Provided, however, that nothing
406 contained in this clause shall be deemed to modify or limit any liability which may be imposed
407 by the Federal Tort Claims Act, 28 U.S.C. § 2671-2680.

408
409 27. DISCOVERY OF CULTURAL RESOURCES: The Licensee shall immediately provide a
410 verbal notification to Reclamation of the discovery of any and all antiquities or other objects of
411 archaeological, cultural, historic, or scientific interest on or within the Premises. The Licensee
412 shall follow up with a written report of their finding(s) to Reclamation within forty-eight (48)
413 hours. Objects under consideration include but are not limited to historic or prehistoric ruins,
414 human remains, funerary objects, and artifacts discovered as a result of activities authorized
415 under this License. The Licensee shall immediately cease its activity in the area of the
416 discovery, make a reasonable effort to protect such discovery, and wait for written approval from
417 Reclamation before resuming activity. Protective and mitigative measures specified by
418 Reclamation shall be the responsibility of the Licensee.

419
420 28. CLEAN AIR AND WATER: The Licensee agrees as follows:
421

422 (a) To comply with all Federal, State, and local requirements of the Clean Air Act of
423 1955, Pub. L. No. 84-159, 69 Stat. 322, as supplemented and amended (CAA), and the
424 Federal Water Pollution Control Act of 1948, Pub. L. No. 80-845, 62 Stat. 1155, as
425 supplemented and amended (CWA); and
426

427 (b) To obtain written permission from Reclamation prior to conducting any activities that
428 require permits, plans, or certificates under the CAA or the CWA; and
429

430 (c) To provide Reclamation with a copy of any correspondence between the Licensee
431 and any regulatory agency concerning CAA or CWA compliance, including but not limited to
432 copies of permit applications, permits, reports, notices of violation, or enforcement actions; and
433

434 (d) To take immediate and effective action to correct any violation related to the CAA or
435 the CWA. The Licensee shall provide Reclamation with a narrative description of the violation,
436 the actions taken by the Licensee, the date the violation began, the date that the Licensee became
437 aware of the violation, and the date that the Licensee returned to compliance; and
438

439 (e) To take action to comply with any changes to the CAA and the CWA within the
440 schedule required by the regulation, rule, or guidance.
441

442 29. HAZARDOUS MATERIALS: During the performance of any activity on the Premises, the
443 Licensee agrees as follows:
444

445 (a) The Licensee shall not allow contamination or pollution of withdrawn and acquired
446 lands, waters, facilities, and/or project works of Reclamation for which the Licensee has the
447 responsibility for care, operation, and maintenance by its Representatives and shall take
448 reasonable precautions to prevent such contamination or pollution by third parties. Substances
449 causing contamination or pollution shall include but are not limited to hazardous materials,
450 thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine
451 tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.
452

453 (b) The Licensee shall comply with all applicable Federal, State, and local laws,
454 regulations, ordinances, Executive Orders, and Reclamation Laws, policies, and directives and
455 standards, existing or hereafter enacted or promulgated, concerning any hazardous material that
456 will be used, produced, transported, stored, or disposed of on or in Reclamation withdrawn and
457 acquired lands, waters, facilities, and/or project works.
458

459 (c) "Hazardous material" shall mean any substance, pollutant, or contaminant listed as
460 hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act
461 of 1980, as amended, 42 U.S.C. §§ 9601-9675 (2012), and the regulations promulgated pursuant
462 to that Act.
463

464 (d) Upon discovery of any event which may or does result in contamination or pollution
465 of Reclamation withdrawn and acquired lands, waters, facilities, and/or project works, the
466 Licensee shall initiate emergency measures to protect health and safety and the environment if
467 necessary and shall provide notice of such discovery with full details of the actions to
468 Reclamation's Environmental Planning and Compliance Group Manager at telephone
469 No. 928-343-8100. Additionally, all spills regardless of size shall be reported to Reclamation's
470 Environmental Planning and Compliance Group Manager. Such notice shall be within a
471 reasonable time period but not to exceed twenty-four (24) hours from the time of discovery if it
472 is an emergency, and the first (1st) working day if it is a non-emergency. An emergency is any
473 situation that requires immediate action to reduce or avoid endangering public health and safety
474 or the environment.

475
476 (e) Violation of any of the provisions of this Article, upon which the Licensee does not
477 take immediate corrective action, shall constitute grounds for termination of this License and
478 shall make the Licensee liable for the cost of the full and complete remediation and/or restoration
479 of any resources, lands, waters, projects and/or facilities of Reclamation that are adversely
480 affected as a result of the violation.

481
482 (f) The Licensee agrees to include the provisions contained in paragraphs (a) through (e)
483 of this Article in any entered subcontract or third-party contract authorized by this License.

484
485 (g) Reclamation agrees to provide information necessary to the Licensee for using
486 reasonable diligence to comply with the provisions of this Article.

487
488 30. PESTICIDES: In use of the Premises:

489
490 (a) The Licensee shall not permit the use of any pesticides on withdrawn and acquired
491 lands, waters, facilities, or project works of Reclamation without prior written authorization from
492 Reclamation. The Licensee shall submit to Reclamation for approval an Integrated Pest
493 Management Plan (IPMP) thirty (30) days prior to pesticide application.

494
495 (b) All pesticides used shall be in accordance with the current registration, label
496 direction, or other directives regulating their use (State Department of Agriculture,
497 Department of Ecology, OSHA, etc.) and with applicable Reclamation policy and directives and
498 standards. Applicators will meet applicable State training or licensing requirements. Records
499 maintenance shall be in accordance with State requirements and furnished to Reclamation no
500 later than five (5) working days after application of a pesticide.

501
502 (c) Any equipment, tools, and machines used for pesticide application shall be in good
503 repair and suitable for such use. Equipment shall be calibrated prior to the spraying season and
504 as deemed necessary by Reclamation.

505

506 (d) Mixing, disposal, and cleaning shall be done where pesticide residues cannot enter
507 storm drains, sewers, or other non-target areas.

508
509 (e) The Licensee shall initiate any necessary measures for containment and cleanup of
510 pesticide spills. Spills shall be reported to Reclamation with full details of the actions taken.
511 Reporting must be made within a reasonable time period. A reasonable time period means
512 within twenty-four (24) hours of the spill if it is an emergency or by the first (1st) working day if
513 it is a non-emergency. An emergency is any situation that requires immediate action to reduce or
514 avoid endangering public health and safety or the environment.

515
516 (f) Aerial application of pesticides is prohibited without prior written authorization from
517 Reclamation.

518
519 (g) The Licensee agrees to include the provisions contained in paragraphs (a) through (f)
520 of this Article in any entered subcontract or third-party contract authorized by this License.

521
522 31. NONDISCRIMINATION: The Licensee hereby agrees as follows:

523
524 (a) To comply with Title VI of the Civil Rights Act of 1964, § 601, Pub. L. No. 88-352,
525 78 Stat. 241, as supplemented and amended, which provides that “[n]o person in the
526 United States shall, on the ground of race, color, or national origin, be excluded from
527 participation in, be denied the benefits of, or be otherwise subjected to discrimination under any
528 program or activity receiving Federal financial assistance,” and to be bound by the regulations of
529 the Department of the Interior for the effectuation thereof, as set forth in 43 CFR § 17 (2016).
530 For purposes of this subpart, “Federal financial assistance” shall have the meaning prescribed to
531 it by 43 CFR § 17.202(h) (2016).

532
533 (b) To comply with the Rehabilitation Act of 1973, § 504, Pub. L. No. 93-112,
534 87 Stat. 355, as supplemented and amended, which is designed to eliminate discrimination on the
535 basis of disability in any program or activity receiving Federal financial assistance. For purposes
536 of this subpart, “Federal financial assistance” shall have the meaning prescribed to it by
537 43 CFR § 17.12(e) (2016).

538
539 (c) To comply with the Age Discrimination Act of 1975, as supplemented and amended,
540 42 U.S.C. §§ 6101-6107, and the general age discrimination regulations at 45 CFR § 90 (2016)
541 which are designed to prohibit discrimination on the basis of age in programs and activities
542 receiving Federal financial assistance, as set forth in 43 CFR § 17 (2016). For purposes of this
543 subpart, “Federal financial assistance” shall have the meaning prescribed to it by
544 43 CFR § 17.303(h) (2016).

545
546 (d) To obligate its subcontractors, subgrantees, transferees, successors in interest, or any
547 other participates receiving Federal financial assistance hereunder, to comply with the

548 requirements of these provisions.

549

550 32. NOTICES: Any notice, demand, authorization, or request required to be made or given
551 herein shall be served via hand delivery, with signed receipt of acceptance, or by certified mail
552 addressed to the respective addresses given herein and the hand delivery or mailing of any such
553 notice properly enclosed, addressed, stamped, and certified, shall be considered service.

554

555 (a) Any notice, demand, authorization, or request required by this License to be made or
556 given to or upon Reclamation, or the United States, except as otherwise provided herein, shall be
557 deemed properly given or made if hand delivered or mailed postage-prepaid, to the Area
558 Manager, Yuma Area Office, Bureau of Reclamation, 7301 Calle Agua Salada, Yuma, Arizona
559 85364.

560

561 (b) Any notice, demand, authorization, or request required by this License to be made or
562 given to or upon the Licensee shall be deemed properly given or made if hand delivered or
563 mailed postage-prepaid, to the Director, Yuma County Airport Authority 2191 E. 32nd Street,
564 Suite 218, Yuma, Arizona 85365.

565

566 (c) The designation of the person to or upon whom any notice, demand, authorization, or
567 request is to be given or made, or the address of any such person, may be changed at any time by
568 notice given in the same manner as provided in this Article for other notices.

569

570 33. OFFICIALS NOT TO BENEFIT: No member of or delegate to Congress or Resident
571 Commissioner, and no officer, agent, or employee of the Department of the Interior, shall be
572 admitted to any share or part of this License or to any benefit that may arise herefrom, but this
573 restriction shall not be construed to extend to this License if made with a corporation or
574 contractor for its general benefit.

575

576 34. COVENANT AGAINST CONTINGENT FEES: The Licensee warrants that no person or
577 agency has been employed or retained to solicit or secure this License upon an agreement or
578 understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide
579 employees or bona fide established agencies maintained by the Licensee for the purpose of
580 securing business. For breach or violation of this warranty, Reclamation shall have the right to
581 annul this License without liability or in its discretion to require the Licensee to pay, in addition
582 to the right-of-use consideration, the full amount of such commission, percentage, brokerage, or
583 contingent fee.

584

585 35. ILLEGAL USE: Any activity deemed to be illegal on Reclamation withdrawn and acquired
586 lands, waters, project works, or facilities, shall be cause for immediate termination of this
587 License.

588

589 36. EFFECT OF LICENSE: This License sets forth the intention of the parties hereto as to the

590 purposes set forth herein and Reclamation, makes no other claim or warranty, expressed or
591 implied, as to its extent or validity.

592
593 37. NO WARRANTY: Reclamation makes no warranty, expressed or implied, as to the extent
594 or validity of the grant contained herein.

595
596 38. FURTHER ASSURANCES: The parties hereto shall execute, acknowledge, and deliver
597 such other instruments and documents as may be necessary or appropriate to carry out the full
598 intent and purpose of this License.

599
600 39. ARTICLE HEADINGS: The Article headings referenced in this License are included for
601 convenience only and the parties intend that they shall be disregarded in interpreting this
602 License.

603
604 40. EXHIBITS: Except as otherwise provided herein, all exhibits attached to this License are
605 incorporated into this License by reference herein and made a part hereof.

606
607 41. SUCCESSORS AND ASSIGNS: This License is personal, revocable, and nontransferable
608 and except as otherwise provided herein, shall not be construed as granting to the Licensee any
609 permanent right, title, or interest in the Premises, facilities, or project works of Reclamation.
610 This License shall be binding upon and inure to the benefit of the successors and/or assigns of
611 the parties hereto; provided, however, that no assignment or transfer of any of the rights of the
612 Licensee hereunder shall be made without the prior written consent of Reclamation.

613
614 42. SEVERABILITY: Each provision of this use authorization shall be interpreted in such a
615 manner as to be valid under applicable law, but if any provision of this use authorization shall be
616 deemed or determined by competent authority to be invalid or prohibited hereunder, such
617 provision shall be ineffective and void only to the extent of such invalidity or prohibition, but
618 shall not be deemed ineffective or invalid as to the remainder of such provision or any other
619 remaining provisions, or of the use authorization as a whole.

IN WITNESS WHEREOF, the parties hereto have signed their names to this CONTRACT AND LICENSE which shall become effective the day and year first above written.

THE UNITED STATES OF AMERICA

By: _____
Michael D. Norris
Area Manager
Yuma Area Office
Lower Colorado Region
Bureau of Reclamation
Department of the Interior

Date: _____

Date: _____

ACCEPTANCE:

YUMA COUNTY AIRPORT AUTHORITY

By: _____

Title: _____

Date: _____

NOTARIAL ACKNOWLEDGMENT

State of Arizona)

County of Yuma)

On this ___ day of _____, 20___, before me, _____, a Notary Public in and for said County and State personally appeared _____, Area Manager, Yuma Area Office, Lower Colorado Region, Bureau of Reclamation, United States Department of the Interior, known to me to be the person described in the foregoing instrument, and acknowledged to me that _____ executed the same on behalf of the United States of America in the capacity therein stated and for the purpose therein contained.

(Notary Seal)

Notary Public

Description of document this notarial certificate is being attached to:	
Type/Title	Contract and License No. 16-07-34-L1843
Date of Document	
Number of Pages	18 and Exhibits A and B
Additional Signers (other than those named in the notarial certificate)	Yuma County Airport Authority

NOTARIAL ACKNOWLEDGMENT

State of Arizona)

County of Yuma)

On this ___ day of _____, 20___, before me, _____, a Notary Public in and for said
 County and State personally appeared _____ of
Name Title

Yuma County Airport Authority, Inc., known to me to be the person described in the foregoing
 instrument, and acknowledged to me that _____ executed the same on behalf of the Airport
 Authority in the capacity therein stated and for the purpose
 therein contained.

(Notary Seal)

 Notary Public

Description of document this notarial certificate is being attached to:	
Type/Title	Contract and License No. 16-07-34-L1843
Date of Document	
Number of Pages	18 and Exhibits A and B
Additional Signers (other than those named in the notarial certificate)	Bureau of Reclamation