

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
AND
COUNTY OF SAN BERNARDINO

PARKER DAVIS PROJECT

LICENSE FOR SHERIFF'S SUBSTATION

THIS LICENSE is made effective retroactively to April 7, 2022, as of the date signed by the Chief, Resource Management Office, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the "Federal Reclamation Laws," and particularly pursuant to the Act of Congress approved August 4, 1939 (53 Stat. 1187), as amended August 18, 1950 (64 Stat. 463), the Act of Congress of May 28, 1954 (68 Stat. 143); and pursuant to the regulations found at 43 CFR 429, between the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," represented by the officer executing this License, duly appointed successor or authorized representative, hereinafter referred to as the "Authorized Officer," and COUNTY OF SAN BERNARDINO, hereinafter referred to as "BENEFICIARY," each of which is sometimes individually referred to as "Party," and sometimes collectively referred to as "Parties";

WITNESSETH THAT:

1. WHEREAS, by application dated February 9, 2024, BENEFICIARY requested a use authorization for Sheriff Substation and related facilities (PROJECT); and
2. WHEREAS, the United States, through Reclamation, has determined following review that entering into this License for the PROJECT would not result in significant impacts to the human environment as defined by the National Environmental Policy Act. Commonly

referred to as “NEPA”; and that analysis is documented by the Categorical Exclusion No. LC-25-35 on file in the Resource Management Office, Lower Colorado Region, Bureau of Reclamation; and

3. WHEREAS, Reclamation has determined that it is consistent and compatible with, and supportive of, Reclamation project purposes to permit the location of the County Sheriff’s Substation and officer housing units on the hereafter described Reclamation land within the Operational and Security Zone at the Parker Dam, California;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree as follows:

4. ADMINISTRATIVE COSTS AND USE FEES: BENEFICIARY agrees or has paid the following charges to the United States:

- (a) A non-refundable application fee in the amount of one hundred dollars (\$100) as required by Federal regulations at 43 CFR Part 429, has been received;

- (b) Administrative fees have been waived according to 43 CFR 429.26 (a);

- (1) Reclamation has determined that the construction, operation, maintenance, and removal of the PROJECT by BENEFICIARY is within the intent of the Federal regulations at 43 CFR Part 429.26, therefore, it waives the use fees;

- (2) Utility fees will be billed quarterly or more frequently as Reclamation is billed, the amounts will vary based on usage for BENEFICIARY’s use of those certain lands of the United States under this License, as determined by the Authorized Officer.

BENEFICIARY agrees to make payment every quarter when due or upon receipt of a bill rendered by the United States, beginning from the effective date of this License.

Please reference contract number when making payments;

(3) The United States may redetermine and adjust the use fee for the lands subject to this License as deemed appropriate by the Authorized Officer, but not more often than annually. BENEFICIARY agrees to pay an adjusted use fee as redetermined by the United States.

(4) If payment of any charge or fee is not received by the due date, interest, administrative, and penalty charges will be assessed pursuant to Section 11 of the Debt Collection Act of 1982 (Public Law 97 365).

5. DESCRIPTION OF RIGHTS GRANTED BY RECLAMATION: The Authorized Officer has determined that the PROJECT will not conflict with the intended purpose of the withdrawal of the subject land for Reclamation project purposes. Subject to the terms and conditions herein set forth, the United States does hereby grant to BENEFICIARY a non-exclusive License for the operation, maintenance, and removal of the PROJECT, over, under, and through certain land located as described below, and as more particularly described and depicted in Exhibits A, and B, BENEFICIARY is required to comply with the measures listed within this License. The PROJECT includes a training/storage building, five (5) pre-manufactured buildings, utility hookups, and a wastewater system to service the complex, Parker Dam Communications facility, and the United States Post Office located off-site. The PROJECT is approximately 3.71 acres, more or less and is show in Exhibit A and described below as:

San Bernardino Meridian, California
T. 2 N., R. 27 E.,
sec. 4.

6. TERMS AND CONDITIONS:

- (a) BENEFICIARY shall, at their own expense, construct, operate, maintain, and remove the PROJECT substantially as described in the application submitted to the United States along with any updates, as supplemented and approved by the Authorized Officer and contained in the Contract File 7-07-30-L0448 on file in the Resource Management Office, Lower Colorado Region.
- (b) BENEFICIARY shall construct, operate, maintain and remove the PROJECT in conformance with all applicable Federal statutes and regulations, and insofar as it is consistent with the aforementioned Federal statutes and regulations, shall conform to all applicable State and local statutes, regulations, and ordinances. BENEFICIARY shall be responsible for obtaining all required permits prior to commencement of the activities authorized on lands of the United States under this License.
- (c) Prior to any major renovation, construction, or maintenance activities, BENEFICIARY shall coordinate all activities with any other adjoining right of way holders, entities holding valid existing rights or having any applicable jurisdiction on the subject land and shall receive written approval from the Authorized Officer at Reclamation prior to construction.
- (d) All substantive changes in alignment of, or modifications to, the PROJECT subsequent to initial construction shall be coordinated with adjoining right of way holders and approved in writing by the Authorized Officer prior to construction by BENEFICIARY.
- (e) BENEFICIARY shall at all times and at its sole expense construct, operate, maintain, and make necessary repairs and replacements to the PROJECT using best business practices and so as not to interfere with the proper use and operation of, or cause injury or damage

to, any property, facilities, or works of the United States or its agents, contractors, licensees, or assigns.

- (f) BENEFICIARY shall ensure that no unauthorized encroachment occurs, and no waste is committed, on the lands of the United States under this License.
- (g) BENEFICIARY shall not issue or grant easements, rights of way, land rights, leases, licenses, permits, crossing agreements, recreational or special use agreements, and shall not allow commercial ventures on the lands of the United States under this License. All such use instruments shall only be issued by the United States.
- (h) BENEFICIARY shall promptly reimburse the United States for all damages to works or property of the United States arising out of the installation, operation, maintenance, use, or removal by BENEFICIARY of the facilities located on the lands of the United States under this License, provided, however, that if the United States does not use the payment to repair such damages, the United States shall not recover additional payment for such damages at the time of termination of the License.
- (i) In performance of any part of the work contemplated by this License, BENEFICIARY shall not employ any person undergoing a sentence of imprisonment or hard labor.
- (j) BENEFICIARY shall have the right to allow its agents, contractors, and subcontractors to use lands of the United States under this License for the purposes stated herein.
- (k) BENEFICIARY shall not use lands of the United States under this License described in section 5 above or permit the use thereof for any purpose except as set forth in section 5 hereof.
- (l) During any construction, operation, maintenance, and removal activities, BENEFICIARY shall be particularly alert to take all reasonable and necessary precautions to protect and

preserve any and all antiquities or other objects of archaeological, cultural, historic, or scientific interest on or adjacent to lands of the United States under this License. Should sites, ruins or artifacts be discovered during these operations, BENEFCIARY shall immediately suspend work involving the area in question and contact the Authorized Officer in accordance with section 13 of this License. BENEFCIARY shall follow up with a written report of their finding(s) to the Authorized Officer within 48 hours.

Objects under consideration include, but are not limited to, historic or prehistoric ruins, human remains, funerary objects, and artifacts discovered as a result of activities under this License. Construction shall not resume until all mitigative measures developed in consultation with the State Historic Preservation Officer have been completed. All objects of antiquity recovered from the above-described lands of the United States are the property of the United States and shall be turned over to the Bureau of Reclamation.

- (m) A litter-control program (Program) shall be implemented by BENEFCIARY to minimize predation on tortoises by common ravens drawn to the project site. The Program will include the use of covered, raven-proof trash receptacles, removal of trash from the construction site to the trash receptacles following the close of each workday, and proper disposal of trash in a designated solid waste disposal facility. Vehicles hauling trash to the landfill and leaving the landfill must be secured to prevent litter from blowing out along the road. BENEFCIARY shall at all times keep the construction area, including storage areas used by BENEFCIARY, free from accumulations of waste materials or rubbish. Prior to completion of construction, BENEFCIARY shall remove from the vicinity of the work all rubbish and other like material belonging to BENEFCIARY or

used under the BENEFICIARY's direction during construction, and all work areas shall be left in a neat condition.

- (n) The Regional Director may, upon advice of the Solicitor, modify these terms and conditions with respect to contents of the License to meet local and special conditions.
- (o) In addition to those specific costs and obligation of the BENEFICIARY specified herein, the BENEFICIARY agrees to reimburse Reclamation fully on demand for any and all general and unspecified costs and liabilities which may arise from, or be associated with, the BENEFICIARY's use of the permitted area.
- (p) BENEFICIARY will keep the permitted area in a safe and orderly condition, free from all rubbish, waste, or other material or hazards which would present an increased risk of fire, hazard to public safety, or an undesirable appearance.
- (q) BENEFICIARY will secure commercial trash pickup on not less than a weekly basis at BENEFICIARY's expense.
- (r) BENEFICIARY will perform or secure all maintenance and upkeep of the permitted Reclamation land and the BENEFICIARY's facilities installed or placed thereon, including any temporary connection to Reclamation utility services and metering devices installed to measure temporary Reclamation utilities, and any approaches, turn lanes, driveways, or other connections or encroachments to the Parker Dam Road, at no cost to Reclamation.
- (s) BENEFICIARY covenants and agrees that the Reclamation land and the sheriff's substation facilities permitted by this License shall not at any time be used in any manner or for any purpose which may cause, directly or indirectly, damage, increased expenses, or impairments to facilities or operations of the Parker-Davis Project, or an of

Reclamation's projects or facilities related to operation and maintenance of the Colorado River.

- (t) Prior to any installation or construction of additional improvements on the permitted area, BENEFICIARY shall provide the Authorized Officer listed in Section 13, with acceptable plans and drawings, and no installation or construction shall occur until such plans and drawing are approved in writing by the Authorized Officer

7. AS-BUILT: Within ninety (90) calendar days of the completion of the construction and installation of the PROJECT or any additional facilities, BENEFICIARY shall furnish Reclamation with as-built drawings depicting the location, elevation and depth and dimensions of the complete PROJECT, as installed. Said drawings shall be provided to Reclamation to include a copy in PDF format and spatial electronic data of the drawings in an acceptable format and guidelines listed below. Electronic drawings and data shall be provided to Reclamation by email to Resource Management Office, Lands Group at bor-sha-rmorealty-lands@usbr.gov.

- (a) Acceptable Formats: AutoCAD drawing file with spatial reference, file geodatabase, shapefile, KML/KMZ is acceptable but not preferred. For generated geospatial data, the spatial reference of the data should be projected in the local state plane or UTM coordinate system of the project.
- (b) Web Service: Data can be provided via ESRI Hub or ArcGIS Online web service, but coordination with Reclamation GIS staff will be required to verify data meets appropriate standards.
- (c) Attribute Data: Include attributes that properly detail and/or describe the features within the data (e.g. name, type, description, dates, etc.)

- (d) Metadata: Please include metadata for each file/coverage, within the GIS files or in an external document (xml or other doc formatted for metadata). It should conform to the Content Standards for Digital Geospatial Metadata Federal Geographic Data Committee standards.
- (e) GNSS/GPS data: If collected with GNSS/GPS receivers, it should be collected with corrected Global Positioning System files with sub-meter accuracy or better, with WGS84 datum or converted to local state plane or UTM NAD83 spatial reference.

8. SPECIAL STIPULATIONS:

(a) Hazardous Materials

If hazardous material is found or if any construction or project associated spills of 25 gallons or more occur on Reclamation lands and/or projects, all operations will cease, and the Regional Hazardous Materials Coordinator shall be notified at 702-293-8060 within one hour. Construction or project associated spills of less than 25 gallons must be cleaned up immediately, and the Regional Hazardous Materials Coordinator shall be notified within 24 hours of the spill. After a spill occurs and contamination is removed and to ensure that the spill site are below EPA and State regulatory standards for clean-up, samples shall be taken. Samples shall be sent to a state-certified laboratory and sampling results shall be provided to the Regional Hazardous Materials Coordinator. If you have any questions on sampling methods, please contact the Regional Hazardous Materials Coordinator.

(b) Biological

To prevent the spread of noxious and invasive weeds, equipment used for this project shall be thoroughly cleaned prior to entering and exiting the project site. The cleaning

process will ensure that all dirt and debris that may harbor noxious or invasive weeds seeds are removed and disposed of at an appropriate facility. Reclamation's *Inspection and Cleaning Manual for Equipment and Vehicles to Prevent the Spread of Invasive Species: 2021 Edition* should be referenced for inspection and cleaning activities. The manual can be found at: [Equipment Inspection and Cleaning Manual 2021 \(usbr.gov\)](https://www.usbr.gov/epa/insp/clean/)

If biological issues or questions arise prior to or during project implementation contact Reclamation's Biological Services Coordinator at 702-293-8085.

(c) Cultural

In the event of an unanticipated discovery, all operations in the area of the discovery will cease and a Reclamation archaeologist contacted at 702-293-8359. "Discovery" means the encounter of any previously unidentified or incorrectly identified cultural resource including, but not limited to, archaeological deposits, human remains, or places reported to be associated with Native American religious beliefs and practices.

(d) TERM OF LICENSE:

(e) The Parties agree that the rights conferred upon BENEFICIARY by this License shall be for a term of 25 years from the expiration date of the original License, which was April 7, 2022. BENEFICIARY may submit a written request to renew for one additional twenty-five (25) year term, no less than six months prior to expiration of existing License.

Provided the lands of the United States under this License are being used by the BENEFICIARY for the purposes described in section 5 herein, they are in full compliance with the license, and the PROJECT continues to be eligible under 43 CFR 429.14, or unless otherwise terminated by the United States by written notice for failure

of beneficiary to comply with any of the terms hereof pursuant to section 10, the renewal may be granted and a written response will be provided prior to the expiration date.

9. TERMINATION:

(a) This License shall terminate, and all rights of BENEFICIARY hereunder shall cease upon the following, and BENEFICIARY will quietly deliver to the United States possession of the premises in like condition as when taken, reasonable wear and damage by the elements excepted:

(1) At the expiration of the term as provided by section 9; or

(2) For nonuse of the above-described premises by BENEFICIARY for a period of 2 continuous years, at the option of the United States; or

(3) At any time by BENEFICIARY upon 6 months' written notice to the United States; or

(4) After failure of BENEFICIARY to observe any of the conditions of this License, and on the 10th day following service of written notice on BENEFICIARY of termination because of failure to observe such conditions.

(b) Upon the expiration, termination, or revocation of this License, BENEFICIARY shall remove all structures, equipment, or other improvements made by it from the premises at no cost to the United States. Upon failure to remove any such improvements within 60 days of termination or revocation, any remaining improvements shall, at the option of the United States, be removed or become the property of the United States. BENEFICIARY shall pay all expenses of the United States, or its assigns, related to removal of such improvements.

- (c) Reclamation may, at any time and at no cost or liability to the United States, terminate this License in the event of a natural disaster, a national emergency, a need arising from security requirements, or an immediate and overriding threat to public health and safety.
- (d) Reclamation may, at any time and at no cost or liability to the United States, terminate any License for activities other than existing authorized private exclusive recreational or residential use as defined under § 429.2 if Reclamation determines that any of the following apply:
 - (1) The use has become incompatible with authorized project purposes, project operations, safety, and security.
 - (2) A higher public use is identified through a public process described at § 429.32(a)(1);
or
 - (3) Termination is necessary for operational needs of the project.
- (e) Reclamation may, at any time and at no cost or liability to the United States, terminate this License if Reclamation determines that BENEFICIARY has failed to use this License for its intended purpose. Further, failure to construct within the timeframe specified in the terms of the use authorization may constitute a presumption of abandonment of the requested use and cause termination of this License.
- (f) Reclamation may, at any time and at no cost or liability to the United States, terminate this License if BENEFICIARY fails to comply with all applicable Federal, State, and local laws, regulations, ordinances, or terms and conditions of any License, or to obtain any required permits or authorizations.

10. RESERVATIONS AND EXCEPTIONS:

- (a) This License is subject to all prior existing rights.

- (b) There is reserved to the United States the right to grant additional rights of use to third parties as may be convenient upon, over, under, or across the lands encumbered by this License, so long as such uses would not unreasonably impair, endanger, or interfere with the uses herein authorized.
- (c) There is reserved to the United States the right of its officers, agents, employees, contractors, licensees, and permittees, acting within the scope of their authority, at all times and places freely to have ingress to, passage over, and egress from all of said lands for the purpose of exercising, enforcing, and protecting the rights reserved herein.
- (d) The United States, acting through Reclamation, Department of the Interior, reserves rights to construct, operate, and maintain public works now or hereafter authorized by the Congress without liability for termination of the License or other damage to BENEFICIARY's activities or facilities.

11. SUCCESSORS AND ASSIGNABILITY: This License shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto; provided, however, that no assignment or transfer of any of the rights of BENEFICIARY hereunder shall be made without the prior written consent of the United States.

12. NOTICES:

- (a) Any notice, demand, or request required or authorized by this License to be given or made to or upon the Parties of this License shall be deemed properly given or made if delivered, or mailed postage prepaid to:

(1) Chief
Resource Management Office
Bureau of Reclamation
Lower Colorado Basin
P.O. Box 61470
Boulder City, NV 89006-1470

(2) Real Estate Services Department
County of San Bernardino
385 North Arrowhead Ave
Third Floor
San Bernardino CA 92415-180

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

GENERAL PROVISIONS

13. HOLD HARMLESS: BENEFICIARY agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other activities of BENEFICIARY.
14. COVENANT AGAINST CONTINGENT FEES: BENEFICIARY warrants that no person or agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a contract, brokerage, or contingent fee, excepting bona fide employees or bona fide established agencies maintained by BENEFICIARY for the purpose of securing business. For breach or violation of this warrant, the United States shall have the right to annul this License without liability or in its discretion to require BENEFICIARY to pay, in addition to the contract price or consideration, if any, the full amount of such contract, percentage, brokerage, or contingent fee.
15. ILLEGAL USE: Any activity deemed to be illegal on federal lands will be cause for immediate termination of the License.
16. OFFICIALS NOT TO BENEFIT: No member of or delegate to Congress or resident commissioner, and no officer, agent, or employee of the Department of the Interior shall be

admitted to any share or part of this License or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this License if made with a corporation or company for its general benefit.

17. EFFECT OF LICENSE: This License sets forth the intention of the Parties as to the purposes set forth herein and Reclamation makes no other claim or warranty, express or implied, as to the extent or validity of this License.
18. NO WARRANTY: The United States makes no warranty, expressed or implied, as to the extent or validity of the grant contained herein.
19. NONDISCRIMINATION: BENEFICIARY hereby agrees as follows:
 - (a) To comply with Title VI (section 601) of the Civil Rights Act of July 2, 1964 (78 Stat. 241), which provides that "...no person in the United States shall, on the ground of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which BENEFICIARY receives financial assistance from the United States...", and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR 17.
 - (b) To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.
 - (c) In the event that a final decision of a hearing examiner or of the Director, Office of Hearings and Appeals, pursuant to 43 CFR 17, provides for termination of or refusal to grant the authorization provided for in this License, the Authorized Officer may terminate this License and revoke the grant. This provision shall be a covenant running with the

land during the period in which the property is used for a purpose for which the Federal financial assistance is extended or for any other purpose involving the provisions of similar services or benefits.

- (d) To comply with Section 504 of the Rehabilitation Act of 1973, Public Law 93 112, as amended which is designed to eliminate discrimination on the basis of disability in any program or activity receiving Federal financial assistance, and to obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.
- (e) To comply with the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, et seq., and the general age discrimination regulations at 45 CFR 90 which are designed to prohibit discrimination on the basis of age in programs and activities receiving Federal financial assistance, as set forth in 43 CFR 17, and to obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

20. CLEAN AIR AND WATER: BENEFICIARY agrees as follows:

- (a) To comply with all the requirements of the Clean Air Act, as amended, (42 U.S.C. Sections 7401, et seq., as amended by Public Law 91-604) and the Federal Water Pollution Control Act (33 U.S.C. Sections 1251, et seq., as amended by Public Law 92-500) (hereinafter referred to as “the Clean Water Act”), and all regulations and guidelines issued thereunder before the execution of this License, including those requirements relating to inspection, monitoring, entry, reports, and information.

- (b) That no portion of the work required by this License shall be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities (violations include those covered by the Clean Air Act, Clean Water Act, and the Comprehensive Environmental Response Compensation and Liability Act) on the date when this License was executed unless and until EPA eliminates the name of such facility or facilities from such listing.
- (c) To comply with applicable clean air standards and clean water standards at the facility where the contract work is being performed.
- (d) To insert the substance of the provisions of this section into any nonexempt subcontract, including this paragraph (d).
- (e) Definitions: The terms used in this section have the following meanings:
 - (1) The term "Clean Air Act" means the Clean Air Act, as amended (42 U.S.C. 7401 et seq).
 - (2) The term "Clean Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
 - (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Clean Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act, an approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Clean Air Act, or an approved implementation procedure under section 112(d) of the Clean Air Act.

- (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Clean Water Act or contained in a permit issued to a discharger by EPA or by a State under an approved program, as authorized by section 402 of the Clean Water Act, or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Clean Water Act.
- (5) The term "comply" means compliance with clean air or water standards. Comply shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, EPA or an air or water pollution control agency in accordance with the requirements of the Clean Air Act or Clean Water Act and regulations issued pursuant thereto.
- (6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor or subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, EPA, determines that independent facilities are collocated in one geographical area.

21. HAZARDOUS MATERIALS STIPULATIONS: During the performance of this activity, BENEFICIARY agrees as follows:

- (a) BENEFICIARY may not allow contamination or pollution of Federal lands, waters, or facilities for which BENEFICIARY has the responsibility for care, operation, and maintenance by its employees or agents and shall take reasonable precautions to prevent

such contamination or pollution by third parties. Substances causing contamination or pollution shall include but are not limited to hazardous materials, thermal pollution, refuse, garbage, sewage effluent, industrial waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers, or any other pollutants.

- (b) BENEFICIARY shall comply with all applicable Federal, State, and local laws and regulations, and Reclamation policies and directives and standards, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored, or disposed of on or in Federal lands, waters, or facilities.
- (c) "Hazardous material" means any substance, pollutant, or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. sec. 9601, et seq., and the regulations promulgated pursuant to that Act.
- (d) Upon discovery of any event which may or does result in contamination or pollution of Federal lands, waters, or facilities, BENEFICIARY shall initiate any necessary emergency measures to protect health, safety, and the environment and shall report such discovery and fully details of the actions taken to the Authorized Officer. Reporting may be within a reasonable time period. A reasonable time period means within 24 hours of the time of discovery if it is an emergency or by the first working day if it is a non-emergency. An emergency is any situation that requires immediate action to reduce or avoid endangering public health and safety or the environment.
- (e) Violation of any of the provisions of this section, as determined by the Authorized Officer, may constitute grounds for termination of this License. Such violations require immediate corrective action by BENEFICIARY and shall make BENEFICIARY, liable

for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

(f) BENEFICIARY agrees to include the provisions contained in paragraphs (a) through (e) of this section in any subcontract or third-party contract it may enter into pursuant to this License.

(g) The United States agrees to provide information necessary for BENEFICIARY, using reasonable diligence, to comply with the provisions of this section.

22. EXHIBITS: All exhibits attached to this License are incorporated into this License by reference and made a part hereof are; Exhibit A-Map.

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

24. SECTION HEADINGS: The section headings in this License are included only for convenience and reference, and the Parties intend that they shall be disregarded in interpreting this License.

25. SEVERABILITY: Each provision of this License shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this License shall be deemed or determined by competent authority to be invalid or prohibited hereunder, such provision shall be ineffective and void only to the extent of such invalidity or prohibition, but shall not be deemed ineffective or invalid as to the remainder of such provision or any other remaining provisions, or of the License as a whole.

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IN WITNESS WHEREOF, the Parties hereto have caused this License to be effective as of the day and year first above written.

THE UNITED STATES OF AMERICA

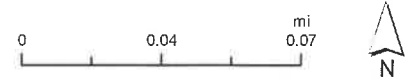
By: _____
Shonna Dooman
Chief, Resource Management Office
Lower Colorado Basin
Bureau of Reclamation

SAN BERNARDINO COUNTY

Date: _____ By: _____

Name/Title: Dawn Rowe,
Chair, Board of Supervisors

SBC Sheriff Substation-Parker Dam



DISCLAIMER: This map and data are provided as-is and are intended for general reference only. None of the parties involved in preparing the map or data contained herein warrant or represent the data to be complete and accurate.

Date: 4/3/2023

Exhibit A