



Resolution NO. 1060

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA APPROVING CONSENT AGREEMENT NO. 13-07-34-L1767 CONSTRUCTION, INSTALLATION, OPERATION, AND MAINTENANCE OF AVENUE 'E' ROADWAY WIDENING PROJECT AND RELATED APPURTENANCES ACROSS PORTIONS OF BUREAU OF RECLAMATION'S RESERVED RIGHTS-OF-WAY FOR THE TWO-FORTY-TWO LATERAL AND WELL FIELD-COLORADO RIVER BASIN SALINITY CONTROL PROJECT, PROTECTIVE AND REGULATORY PUMPING UNIT, TITLE I DIVISION, FIVE MILE ZONE, ARIZONA.

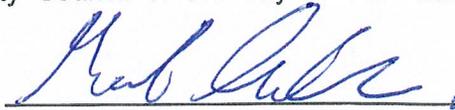
WHEREAS, the City of San Luis desires to enter into an agreement with the United States Department of the Interior for the construction, installation, operation, and maintenance of Avenue 'E' Widening Project located within the Bureau of Reclamation right-of-way in the form as attached as Exhibit A hereto, and by this reference incorporated as though fully set forth again in full, hereinafter referred to as Consent Agreement No. 13-07-34-L1767; and

NOW THEREFORE BE IT RESOLVED, by the Mayor and Council of the City of San Luis, State of Arizona, as follows:

Section 1: The Consent Agreement No. 13-07-34-L1767, as attached hereto as Exhibit "A", is hereby approved.

Section 2: That the Director of Public Works is hereby authorized and directed to enter into said amendment on behalf of the City and take any and all actions as may be necessary to effectuate said agreement.

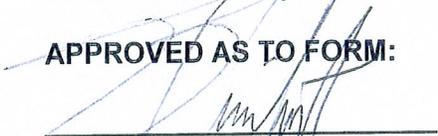
PASSED AND ADOPTED by the Mayor and City Council of the City of San Luis, Arizona, this 11th day of June, 2014.


Gerardo Sanchez, Mayor

ATTEST:


Sonia Cornelio, City Clerk

APPROVED AS TO FORM:


Glenn Gimbut, City Attorney

DUPLICATE ORIGINAL

Contract No. 13-07-34-L1767

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5 UNITED STATES
6 DEPARTMENT OF THE INTERIOR
7 BUREAU OF RECLAMATION
8 LOWER COLORADO REGION
9 YUMA AREA OFFICE
10 YUMA, ARIZONA
11

12 COLORADO RIVER BASIN SALINITY CONTROL PROJECT,
13 PROTECTIVE AND REGULATORY PUMPING UNIT, TITLE I DIVISION,
14 FIVE MILE ZONE,
15 ARIZONA
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17 CONSENT AGREEMENT
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19 1. THIS CONSENT AGREEMENT (Consent), is made this 12th day of June,
20 2014, pursuant to provisions of the Reclamation Act of June 17, 1902 (32 Stat. 388); the
21 Reclamation Project Act of August 4, 1939 (53 Stat. 1187), as amended August 18, 1950
22 (64 Stat. 463); and acts amendatory thereof or supplementary thereto; and provisions of
23 43 CFR § 429, between the United States of America, acting through the Bureau of Reclamation,
24 hereinafter referred to as "Reclamation," represented by the Officer executing this Consent, and
25 the City of San Luis, hereinafter referred to as the "Consentee."
26

27 WITNESSETH:
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29 2. WHEREAS, the Consentee seeks use authorization from Reclamation to construct, install,
30 own, operate and maintain additional northbound and southbound traffic lanes and related
31 appurtenances for the Avenue E Roadway Widening Project (Project) within and/or across
32 portions of Reclamation's rights-of-way for the Two-Forty-Two Lateral (Lateral) and Well Field,
33 a feature of the Colorado River Basin Salinity Control Project, Protective and Regulatory
34 Pumping Unit, Title I Division, Five Mile Zone; and,
35

36 3. WHEREAS, granting of such use authorization by Reclamation and the exercise of such
37 use authorization by the Consentee under the terms and conditions herein provided will be
38 compatible with the purposes for which the Lateral and Well Field are administered on behalf of
39 the United States by Reclamation.
40

41 4. NOW, THEREFORE, Subject to the conditions hereinafter set forth, Reclamation does
42 hereby grant to the Consentee and/or its authorized agents or representatives use authorization to
43 construct, install, own, operate and maintain said Project within said Lateral and Well Field
44 easement as hereinafter described. The parties hereto agree as follows:

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5. DESCRIPTION OF USE AREA:

The Project consists of reconstructing the existing single north and southbound divided travel lanes, for constructing, installing, owning, operating and maintaining two northbound and two southbound divided travel lanes with new curbed median, gutter and curb opening drainage scuppers with spillways, roadway drainage improvements, asphalt pavement overlay, barrier fencing, roadway signing, striping, pavement marking, and paved multi-use path, hereinafter referred to collectively as the "Improvements". The Improvements shall be located within the existing 150-foot Avenue E roadway rights-of-way that connect the San Luis U.S. Commercial Port of Entry facility to State Route 195 (Juan Sanchez Boulevard) in San Luis, Arizona.

The use area herein described shall hereinafter be referred to as the "Premises."

The Improvements will be located across, on, over, and/or within the existing 245-foot perpetual easement reserved for Reclamation's operation and maintenance of the Lateral and Well Field, within the NE $\frac{1}{4}$ NE $\frac{1}{4}$, sec. 22, and the NW $\frac{1}{4}$ NW $\frac{1}{4}$, sec. 23, T. 11 S., R. 24 W., G&SRM, Yuma County, Arizona. The Improvements are further described and depicted by Exhibit A, entitled Arizona Department of Transportation (ADOT) Project No. 0000 YU SLS SZ016 01 C, "Ave. E, SR 195 to County 25th Street East of San Luis," which is attached hereto and by this reference made a part hereof.

Reclamation's Lateral and Well Field rights-of-way are further described and depicted by Exhibit B, Reclamation Drawing Nos. 1292-303-3625 and 1292-303-3626, which are attached hereto and by this reference made a part hereof.

6. ASSIGNMENT: This Consent is personal, revocable and nontransferable and shall not be construed as granting to the Consentee any right, title or interest in the Premises or any other property, facilities or works of the United States and/or Reclamation.

7. TERM: This Consent, unless terminated sooner as provided by Article 10 hereof, shall terminate 25 years from the date hereof. This Consent may, upon agreement of the parties, be extended for an additional 25 year period. Any application for extension shall be filed by the Consentee, in writing, with Reclamation. Any application for extension must be filed not less than 180 days prior to termination of this Consent.

8. EXCEPTIONS AND RESERVATIONS:

(a) The United States and/or Reclamation reserves the right of its/their officers, agents and employees to at all times have unrestricted access and ingress to, passage over and egress from all of the Premises to make investigations of all kinds, dig test pits and drill test holes, to

87 survey for and construct reclamation and irrigation works and other structures incident to federal
88 reclamation projects.

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90 (b) The rights granted hereunder shall not be exclusive in character and the United States
91 and/or Reclamation reserves to itself, its successors and assigns, the right against the Consentee
92 to use any or all of the Premises, which are or may be crossed, or upon which irrigation and
93 drainage facilities and works of Reclamation have been constructed, and to construct,
94 reconstruct, operate and maintain therein and thereon dams, dikes, canals, waste ways, laterals,
95 ditches, telephone and telegraph lines, electric transmission lines, roadways and appurtenant
96 irrigation and drainage structures which may be needed or useful in connection with or as a part
97 of canals, laterals and other irrigation and drainage facilities without any payment by
98 Reclamation, its successors or assigns for the exercise of such right. The Consentee agrees that
99 if the construction, reconstruction, installation, operation or maintenance of any or all of such
100 works of the United States and/or Reclamation, on or across the Premises described above,
101 should be made more expensive by reason of the existence of Consentee's Project and
102 Improvements, such additional expense may be estimated by Reclamation whose estimate shall
103 be final and binding upon the parties hereto, and within 30 days after demand is made upon the
104 Consentee for payment of any such sums, the Consentee shall make payment thereof to the
105 United States and/or Reclamation or its successors or assigns constructing such works across,
106 over, under or upon the Premises.

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108 (c) Reclamation reserves the right to inspect Consentee's Project and Improvements
109 under the terms of this Consent both during the progress of installation and upon completion
110 thereof.

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112 (d) Jurisdiction of and supervision by Reclamation over the Premises is not surrendered
113 or subordinated by issuance of this Consent and the United States and/or Reclamation reserves
114 the right to issue additional Consents or other agreements for compatible uses of the Premises.

115
116 9. INDEMNITY: The Consentee hereby agrees to indemnify and hold harmless the
117 United States, its employees, agents, and assigns from any loss or damage and from any liability
118 on account of personal injury, property damage, or claims for personal injury or death arising out
119 of the Consentee's activities under this Consent. Additionally, except for acts of negligence, the
120 Consentee releases the United States and/or Reclamation, its/their officers, employees,
121 successors and assigns from any and all liability for damage arising from injury to persons or
122 damage to structures, equipment, improvements or works of the Consentee resulting from the
123 construction, operation or maintenance of any of the works of the United States and/or
124 Reclamation. Provided, however, that nothing contained in this clause shall be deemed to
125 modify or limit any liability which may be imposed by the Federal Tort Claims Act,
126 28 U.S.C. § 2617, et ~cq. (1970).

127

128 10. TERMINATION: This Consent shall terminate and all rights of the Consentee hereunder
129 shall cease upon the following:

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131 (a) At the expiration of the term as provided by Article 7; or,

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133 (b) Upon mutual, written agreement by the parties hereto; or,

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135 (c) At any time by Consentee upon 60 days written notice to Reclamation; or,

136

137 (d) At any time by Reclamation, if Reclamation determines that the Premises or any
138 portion thereof is needed for project purposes of Reclamation, upon written notice to the
139 Consentee of termination that is within a timeframe that is mutually agreeable between
140 Reclamation and the Consentee; or,

141

142 (e) After failure of the Consentee to observe any of the conditions of this Consent, and on
143 the 10th day following service of written notice on the Consentee of termination because of
144 failure to observe such conditions; or,

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146 (f) Upon a determination by Reclamation that any activity by the Consentee in or upon
147 the Premises is or was illegal.

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149 11. SPECIAL CONDITIONS:

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151 (a) Upon termination of this Consent for any reason, the Consentee may be required, at
152 the option of the United States and/or Reclamation, to remove said Project and Improvements
153 placed in or upon the Premises and shall restore the Premises to a condition satisfactory to
154 Reclamation. If the Consentee fails to remove said Project and Improvements within a
155 timeframe agreeable between Reclamation and the Consentee, Reclamation may remove said
156 Project and Improvements at the expense of the Consentee, and the Consentee shall promptly
157 pay the United States and/or Reclamation for removal of said Project and Improvements and
158 restoration of the Premises upon receipt of billing.

159

160 (b) Any construction outside of Reclamation's rights-of-way is not authorized by
161 Reclamation.

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163 (c) The Consentee will protect all properties owned and/or previously permitted by
164 Reclamation within our reserved rights-of-way for the Lateral and Well Field.

165

166 (d) The Consentee shall be solely responsible for, and insure that, the Improvements are
167 installed in accordance with Stage IV design plans, identified as Exhibit A, dated
168 March 13, 2014, and as reviewed and approved by Reclamation.

169

170 (e) Any changes proposed by the Consentee to the approved details of the Project and
171 Improvements, as described in Exhibit A, will require review and approval by Reclamation.
172

173 (f) The Consentee shall provide a construction schedule and a two week notice to
174 Reclamation prior to start of construction. Said two week notice shall be provided to
175 Reclamation's Technical Support Office, Construction Services Group Manager, at telephone
176 No. 928-343-8100 so that a Reclamation Inspector can be on-sight during construction activities.
177

178 (g) The Consentee shall be solely responsible for, and insure that construction activities
179 are monitored by a Reclamation Inspector, to insure construction and installation of said Project
180 and Improvements do not impact the integrity of the Lateral or Well Field. Installation of the
181 Project and Improvements shall not affect the current cross section, stability or carrying capacity
182 of the Lateral in any manner.
183

184 (h) The Consentee shall be solely responsible for, and insure that Reclamation has
185 continued access to the Lateral and Well Field, and associated Reclamation facilities within the
186 Five Mile Zone for construction, reconstruction, operation and maintenance activities. Nothing
187 shall prevent Reclamation from maintenance, removal, expansion and/or replacement of the
188 242 Lateral and Well Field or the delivery of water through these facilities.
189

190 (i) The Consentee shall be solely responsible for, and insure that installation of said
191 Project and Improvements do not hinder Reclamation's vehicle accessibility to maintain the
192 Lateral and Well Field, rights-of-way and/or Reclamation's facilities.
193

194 (j) The Consentee shall be solely responsible for, and insure that, all Lateral access
195 roads, further identified as "Driveway," as shown on Exhibit A, and hereinafter referred to as
196 "Driveway," are constructed with concrete aprons with depressed curb cuts and gutters, and
197 asphalt concrete pavement structure extending no less than 20-foot minimum from the Avenue E
198 curb line to the end point of each paved Driveway, to safely accommodate operation and
199 maintenance vehicle access from gravel surface to paved Avenue E roadway approaches on all
200 sides of the Lateral. The Driveways, as shown on Sheet No. 9 of 64 of Exhibit A, are further
201 identified as:
202

203 DP03, located at approximate Station 23+67.31, 39.23' Lt;

204 DP04, located at approximate Station 23+70.74, 38.00' Rt;

205 DP05, located at approximate Station 117+16.53, 42.42' Lt; and

206 DP06, located at approximate Station 117+16.53, 38.00' Rt.
207

208 (k) The Consentee shall be solely responsible for, and insure that, the paved Lateral
209 Driveways, barrier fencing and roadway signage are maintained, repaired and/or replaced by the
210 Consentee, and Reclamation shall not be financially responsible for any such repairs and/or
211 replacements.

212
213 (l) The Consentee shall be solely responsible for, and insure that, the Project and
214 Improvements are sloped away from the Lateral to prevent storm runoff from entering the
215 Lateral.

216
217 (m) The Consentee shall be solely responsible for, and insure that the Lateral is protected
218 during construction of said Project and Improvements. Consentee will be liable for any costs
219 associated with repairs of Reclamation facilities if damaged during installation activities.

220
221 (n) The Consentee shall be solely responsible for, and insure that, Reclamation's
222 Regulatory Pumping Well No. 242-09, located northerly of the Lateral and southeasterly of the
223 intersection of County 25th Street and Avenue E, and Reclamation's Observation Wells,
224 No. 16S-5W and No. 16S-5W(D), located northerly of County 23rd Street and Avenue E,
225 hereinafter referred to collectively as "Wells," are protected and preserved in place. The
226 above-noted Wells are described and depicted by Exhibit C, which is attached hereto and by this
227 reference made a part hereof.

228
229 (o) Consentee will be held solely reliable by Reclamation for any damages to
230 above-noted Wells.

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232 (p) The Consentee shall be solely responsible for, and insure that, Reclamation has
233 continued access to the above-noted Wells during roadway construction and/or maintenance
234 activities.

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236 (q) The Consentee shall be solely responsible for, and insure that, the above-noted Wells
237 are protected from any physical damage during roadway construction and/or maintenance
238 activities. If a Well is damaged during roadway construction and/or maintenance activities,
239 Consentee shall provide notice to Reclamation's Technical Support Office, Water Systems
240 Engineering Group Manager, at telephone No. 928-343-8100 within 10 working days of the
241 incident. The Consentee shall provide a construction schedule and two week notice to
242 Reclamation prior to start of construction. Said 2 week notice shall be provided to
243 Reclamation's Technical Support Office, Construction Services Group Manager, at telephone
244 No. 928-343-8100 so that a Reclamation Inspector can be on-sight during construction activities.

245
246 (r) The Consentee shall be solely responsible for, and insure that construction activities
247 are monitored by a Reclamation Inspector, to insure construction and installation of said Project
248 and Improvements do not impact the integrity of the Lateral or Well Field. Installation of the
249 Project and Improvements shall not affect the current cross section, stability or carrying capacity
250 of the Lateral in any manner.

251
252 (s) The Consentee shall be solely responsible for, and insure that, adequate protection is
253 provided along the Lateral to ensure no material of any kind is discharged into the Lateral.

254
255 (t) The Consentee will restore and repair, if necessary, the Lateral and surrounding area
256 to its original condition or improved, and in a manner satisfactory to Reclamation.
257

258 (u) Within 90 calendar days of the completion of installation, Consentee shall furnish
259 Reclamation with as-built drawings depicting the Lateral access road Driveways constructed
260 with concrete aprons with depressed curb cuts and gutters, and asphalt concrete pavement
261 structure extending no less than 20-feet minimum from the Avenue E curb line to the end point
262 of each paved Driveway on all sides of the Lateral, and showing the location and elevation of
263 said Project and Improvements, as installed. Said drawings shall be provided to Reclamation by
264 electronic copy (CD) in AutoCAD Civil 3D 2013 format or compatible and one hard copy set of
265 11x17 size drawings.
266

267 (v) All on-site personnel will be personally instructed by Consentee regarding the
268 above-listed conditions.
269

270 (w) This authorization to use the Lateral and Well Field rights-of-way will not be
271 construed as a grant of any permanent right-of-way interest or as abandonment by the
272 United States of any rights, including but not limited to, use and occupancy of the Lateral.
273

274 (x) Any damage to the Project and Improvements caused by Reclamation's operation and
275 maintenance activities for the Lateral or Well Field shall be the sole responsibility of the
276 Consentee to repair and/or replace, and Reclamation shall not be financially responsible for any
277 such repairs and/or replacements.
278

279 (y) The Consentee shall reimburse Reclamation for any additional costs incurred in the
280 operation and maintenance of the Lateral and Well Field which are attributable to the Project and
281 Improvements.
282

283 12. MISCELLANEOUS CONDITIONS:
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285 (a) The Consentee, at its sole expense, shall install, use and maintain said Project and
286 Improvements in conformity with all applicable regulations of Federal, State and local regulatory
287 agencies, including but not limited to, those relating to pollution and environmental control.
288

289 (b) All installation, use and maintenance activities undertaken pursuant to this Consent
290 shall be in conformity with the specifications approved in advance by Reclamation and shall be
291 conducted by the Consentee at all times in a manner satisfactory to Reclamation.
292

293 (c) The Consentee shall reimburse the United States and/or Reclamation for any and all
294 costs and expenses incurred in the defense of any action which challenges Consentee's use of the
295 Premises.

296
297 (d) The Consentee shall at all times keep the Premises, including construction areas used
298 by the Consentee, free from accumulations of waste materials or rubbish. All trash and debris
299 will be removed upon leaving the construction area each day it is used by Consentee. The
300 Lateral and Well Field and surrounding area will be maintained in a sanitary condition at all
301 times, and the Consentee shall ensure no materials or debris is discharged into the Lateral.
302

303 (e) During construction, installation, use and maintenance activities upon the Premises,
304 the Consentee shall carry out proper and efficient measures wherever and as often as necessary
305 to reduce nuisance by dust, and to prevent dust which has originated from its operations from
306 damaging any other properties or causing a nuisance to persons.
307

308 (f) The Consentee shall not use the Premises or permit the use thereof for any purpose
309 except as set forth herein.
310

311 (g) In the event that the Consentee is not the underlying fee owner of the land including
312 the Premises, it shall be incumbent on the Consentee to secure permission of the underlying fee
313 owner(s) of said land for approval to enter upon, cross or use the Premises.
314

315 (h) The rights granted by this Consent are subject to any and all rights of the
316 United States and/or Reclamation, and to existing rights in favor of the public or third parties.
317 The Consentee agrees that it is its sole responsibility to make whatever arrangements as are
318 necessary to obtain such rights as may be required of the Consentee from any other party or
319 parties holding any other interests.
320

321 13. OFFICIALS NOT TO BENEFIT: No Member of or Delegate to Congress or Resident
322 Commissioner, and no officer, agent or employee of the Department of the Interior, shall be
323 admitted to any share or part of this Consent or to any benefit that may arise herefrom, but this
324 restriction shall not be construed to extend to this Consent if made with a corporation or
325 contractor for its general benefit.
326

327 14. COVENANT AGAINST CONTINGENT FEES: The Consentee warrants that no person
328 or agency has been employed or retained to solicit or secure this Consent upon an agreement or
329 understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide
330 employees or bona fide established agencies maintained by the Consentee for the purpose of
331 securing business. For breach or violation of this warranty, the United States and/or Reclamation
332 shall have the right to annul this Consent without liability or in its discretion to require the
333 Consentee to pay, in addition to the right-of-use consideration, if any, the full amount of such
334 commission, percentage, brokerage or contingent fee.
335

336 15. DISCOVERY OF CULTURAL RESOURCES: The Consentee shall immediately provide
337 a verbal notification to Reclamation of the discovery of any and all antiquities or other objects of

338 archaeological, cultural, historic or scientific interest on Reclamation lands. The Consentee shall
339 follow up with a written report of their finding(s) to Reclamation within 48 hours. Objects under
340 consideration include, but are not limited to, historic or prehistoric ruins, human remains,
341 funerary objects and artifacts discovered as a result of activities authorized under this Consent.
342 The Consentee shall immediately cease the activity in the area of the discovery, make a
343 reasonable effort to protect such discovery and wait for written approval from Reclamation
344 before resuming the activity. Protective and mitigative measures specified by Reclamation shall
345 be the responsibility of the Consentee.

346

347 16. HAZARDOUS MATERIALS:

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349 (a) The Consentee may not allow contamination or pollution of lands, waters or project
350 works of the United States and/or Reclamation for which the Consentee has the responsibility for
351 care, operation and maintenance by its employees or agents and shall take reasonable precautions
352 to prevent such contamination or pollution by third parties.

353

354 (b) The Consentee shall comply with all applicable Federal, State and local law and
355 regulations and Reclamation policies and instructions, existing or hereafter enacted or
356 promulgated, concerning any hazardous material that will be used, produced, transported, stored
357 or disposed of on or in lands, waters or project works of the United States and/or Reclamation.

358

359 (c) "Hazardous material" means any substance, pollutant or contaminant listed as
360 hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act
361 of 1980, as amended, 42 U.S.C. § 9601, *et seq.*, and the regulations promulgated pursuant to that
362 Act. In addition it shall include thermal pollution, refuse, garbage, sewage effluent, industrial
363 waste, petroleum products, mine tailings, mineral salts, misused pesticides, pesticide containers
364 or any other pollutants.

365

366 (d) Upon discovery of any event which may or does result in contamination or pollution
367 of lands, water or project works of the United States and/or Reclamation, the Consentee shall
368 initiate emergency measures to protect health and safety and the environment if necessary and
369 shall provide notice of such discovery with full details of the actions to Reclamation's Resource
370 Management Office, Environmental Planning and Compliance Group Manager at telephone
371 No. 928-343-8100. Additionally, all spills regardless of size, shall be reported to Reclamation's
372 Environmental Planning and Compliance Group Manager. Such notice shall be within a
373 reasonable time period but not to exceed 24-hours from the time of discovery if it is an
374 emergency and the first working day if it is a non-emergency.

375

376 (e) Violation of any of the provisions of this Article, upon which the Consentee does not
377 take immediate corrective action, may, as determined by Reclamation, constitute grounds for
378 termination of this Consent and shall make the Consentee liable for the cost of full and complete

379 remediation and/or restoration of any resources or facilities of the United States and/or
380 Reclamation that are adversely affected as a result of the violation.

381

382 (f) The Consentee agrees to include the provisions contained in paragraphs (a) through
383 (e) of this Article in any subcontract or third party contract it may enter into pursuant to this
384 Consent.

385

386 (g) Reclamation agrees to provide information necessary for the Consentee using
387 reasonable diligence, to comply with the provisions of this Article.

388

389 17. CLEAN AIR AND WATER: The Consentee agrees as follows:

390

391 (a) To comply with all Federal, State, and local requirements of the Clean Air Act (CAA)
392 and the Clean Water Act (CWA); and,

393

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

396

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

400

401 (d) To take immediate and effective action to correct any violation related to the CAA or
402 the CWA. Provide Reclamation with a narrative description of the violation, the actions taken
403 by the Consentee, the date the violation began, the date that the Consentee became aware of the
404 violation and the date that the Consentee returned to compliance; and,

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

408

409 18. NOTICES:

410

411 (a) Any notices required by this Article shall be served by certified mail addressed to the
412 respective addresses given herein and the mailing of any such notice properly enclosed,
413 addressed, stamped and certified, shall be considered service.

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415 (b) Any notice, demand or request required or authorized by this Consent to be given or
416 made to or upon the United States and/or Reclamation shall be deemed properly given or made if
417 delivered or mailed postage-prepaid, to the Area Manager, Yuma Area Office, Bureau of
418 Reclamation, 7301 Calle Agua Salada, Yuma, Arizona 85364.

419

420 (c) Any notice, demand or request required or authorized by this Consent to be given or
421 made to or upon the Consentee shall be deemed properly given or made if delivered or mailed
422 postage-prepaid, to the City of San Luis, 1090 East Union Street, P.O. Box 3750, San Luis,
423 Arizona 85349.

424

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

428

429 19. NO WARRANTY: Reclamation makes no warranty, express or implied, as to the extent or
430 validity of the grant contained herein.

431

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

IN WITNESS WHEREOF, the parties hereto have signed their names to this CONSENT to become effective the day and year first above written.

THE UNITED STATES OF AMERICA

By: Christopher M. Wallis
Christopher M. Wallis, Chief
Resource Management Office
Yuma Area Office
Lower Colorado Region
Bureau of Reclamation

Date: 6/12/2014

ACCEPTANCE:

CITY OF SAN LUIS

By: Edgar Vera
Title: Director of Public Works

Date: 6/12/14

NOTARIAL ACKNOWLEDGMENT

State of Arizona)

County of Yuma)

On this 12th day of June, 2014, before me, Angelica Cifuentes, a Notary Public in and for said County and State personally appeared Eulogio Vera, Director of Public works of City of San Luis (City), known to me to be the person described in the foregoing instrument, and acknowledged to me that he executed the same on behalf of City in the capacity therein stated and for the purpose therein contained.

(Notary Seal)



Angelica Cifuentes
Notary Public

Description of document this notarial certificate is being attached to:	
Type/Title	Consent Agreement, Contract No. 13-07-34-L1767
Date of Document	
Number of Pages	13 and Exhibits A, B and C
Additional Signers (other than those named in the notarial certificate)	Bureau of Reclamation