

105<sup>TH</sup> CONGRESS  
2<sup>D</sup> SESSION

# H. R. 3677

To authorize and direct the Secretary of the Interior to convey certain works, facilities, and titles of the Gila Project, and Designated Lands within or adjacent to the Gila Project, to the Wellton-Mohawk Irrigation and Drainage District, and for other purposes.

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## IN THE HOUSE OF REPRESENTATIVES

APRIL 1, 1998

Mr. PASTOR introduced the following bill; which was referred to the  
Committee on Resources

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## A BILL

To authorize and direct the Secretary of the Interior to convey certain works, facilities, and titles of the Gila Project, and Designated Lands within or adjacent to the Gila Project, to the Wellton-Mohawk Irrigation and Drainage District, and for other purposes.

1 *Be it enacted by the Senate and House of Representa-*  
2 *tives of the United States of America in Congress assembled,*

3 **SECTION 1. CONVEYANCE OF TITLE TO WORKS, FACILI-**  
4 **TIES, AND LANDS.**

5 (a) DEFINITIONS.—

6 (1) CONSOLIDATED CONTRACT.—The term  
7 “consolidated contract” means the “Amendatory and

1 Supplemental Consolidated Contract with Wellton-  
2 Mohawk Irrigation and Drainage District for Deliv-  
3 ery of Water, Construction of Works, Repayment,  
4 and Project Power Supply” (Reclamation’s Contract  
5 Number 1–07–30–W0021 Amendment No. 1) and  
6 any amendments or supplements.

7 (2) DESIGNATED LANDS.—The term “Des-  
8 ignated Lands” means those lands within or adja-  
9 cent to the Division designated by Wellton-Mohawk,  
10 in conjunction with Reclamation, on the Production  
11 Re-examination Board maps referenced in the Con-  
12 solidated Contract. Wellton-Mohawk will acquire the  
13 Designated Lands by fair value purchase or ex-  
14 change as set forth in the Memorandum of  
15 Agreement.

16 (3) DIVISION.—The term “Division” means the  
17 Wellton-Mohawk Division of the Gila Project,  
18 Arizona.

19 (4) MEMORANDUM OF AGREEMENT.—The term  
20 “Memorandum of Agreement” means the agreement  
21 to be made between the Secretary and Wellton-Mo-  
22 hawk setting forth, among other things, the amount  
23 of administrative costs to be shared by the United  
24 States and Wellton-Mohawk; the fair value price of  
25 the Designated Lands to be purchased by Wellton-

1 Mohawk; the date certain by which transfer must be  
2 completed to avoid transfer by operation of law; and,  
3 addressing salinity control concerns of Reclamation  
4 with regards to return flows from Wellton-Mohawk.

5 (5) RECLAMATION.—The term “Reclamation”  
6 means the Department of the Interior, Bureau of  
7 Reclamation.

8 (6) SECRETARY.—The term “Secretary” means  
9 the Secretary of the Interior.

10 (7) WELLTON-MOHAWK.—The term “Wellton-  
11 Mohawk” means the Wellton-Mohawk Irrigation and  
12 Drainage District, an irrigation and drainage dis-  
13 trict created, organized and existing under and by  
14 virtue of the laws of the State of Arizona. Wellton-  
15 Mohawk is a fully paid out single reclamation pur-  
16 pose district and intends to continue to operate as  
17 a single reclamation purpose district following trans-  
18 fer of title to its works, facilities, and lands.

19 (8) WESTERN.—The term “Western” means  
20 the Department of Energy, Western Area Power  
21 Administration.

22 (b) CONVEYANCE.—The Secretary shall, upon pay-  
23 ment of such consideration as provided in this section and  
24 section (d) (requiring fair value payment for Designated  
25 Lands) and none other, convey to Wellton-Mohawk, by

1 quitclaim deed or patent, all right, title, and interest of  
2 the United States in and to Designated Lands, easements,  
3 and rights-of-way of or in connection with the Division,  
4 together with the pumping plants, canals, drains, laterals,  
5 roads, pumps, motors, checks, headgates, relifts, trans-  
6 formers, buildings, works, including Gila River flood pro-  
7 tection and control works and related works and facilities  
8 made a part of the project works by Reclamation Contract  
9 9-07-30-W0117, and other improvements or appur-  
10 tenances to the land or used for the delivery of water from  
11 the headworks (but not the headworks themselves) of the  
12 Wellton-Mohawk Canal, including all facilities used in con-  
13 junction with the Division (including the Wellton-Mohawk  
14 Main Conveyance Channel and drainage facilities of the  
15 Division and related purposes for which the allocable con-  
16 struction costs have been fully repaid by Wellton-Mo-  
17 hawk). Administrative costs, including costs associated  
18 with compliance with procedural requirements of environ-  
19 mental or other statutes, of transfer of title to works, fa-  
20 cilities, and lands and related activities shall be paid in  
21 equal shares by the United States and Wellton-Mohawk,  
22 pursuant to the Memorandum of Agreement. Reclamation  
23 is hereby authorized to expend funds for the purpose of  
24 completing the transfer of title to works, facilities, and  
25 lands herein authorized and directed.

1           (c) WATER AND POWER DELIVERY.—Notwithstand-  
2 ing the transfer of title to works, facilities, and lands, the  
3 Secretary shall continue to deliver water to Wellton-Mo-  
4 hawk in accordance with the terms of the Consolidated  
5 Contract. Notwithstanding the transfer of title to works,  
6 facilities, and lands, the Secretary and Western shall con-  
7 tinue to provide Wellton-Mohawk with project reserved  
8 power from the Parker Reclamation Power Plant and  
9 Davis Reclamation Power Plant, in accordance with the  
10 terms of the Consolidated Contract and the “Power Man-  
11 agement Agreement” (Reclamation’s and Western’s Con-  
12 tract Numbers 6–CU–30–P1136, 6–CU–30–P1137, and  
13 6–CU–30–P1138).

14           (d) PAYMENT.—Consideration for the Designated  
15 lands shall be the fair value of the Designated Lands as  
16 established in the Memorandum of Agreement. Fair value  
17 shall be paid to the United States by Wellton-Mohawk,  
18 to the United States at the time of transfer.

19           (e) LIABILITY.—Effective on the date of conveyance  
20 of the project works, facilities and lands, described in sec-  
21 tion 1(b), the United States shall not be held liable by  
22 any court for damages of any kind arising out of any act,  
23 omission, or occurrence relating to the conveyed works, fa-  
24 cilities, and lands, except for damages caused by acts of  
25 negligence committed by the United States or by its em-

1 ployees, agents, or contractors as provided in the Federal  
2 Tort Claims Act (28 U.S.C. 2671 et seq.).

3 (f) SALINITY CONTROL.—The Memorandum of  
4 Agreement shall resolve any salinity control issues result-  
5 ing from return flows from Wellton-Mohawk in accordance  
6 with Public Law 93–320.

7 (g) REPORT.—The Secretary shall provide a report  
8 to the Committee on Resources of the United States  
9 House of Representatives and to the Committee on En-  
10 ergy and Natural Resources of the United States Senate  
11 within 18 months from the date of enactment of this Act  
12 on the status of the transfer, any obstacles to completion  
13 of the transfer as provided in this section, and the antici-  
14 pated date for such transfer. If such transfer has not oc-  
15 curred by the date certain established in the Memorandum  
16 of Agreement, then upon the tender of fair value, as estab-  
17 lished by Wellton-Mohawk, to the Secretary by Wellton-  
18 Mohawk, all right, title, and interest of the United States  
19 in and to the works, facilities, and lands described in sec-  
20 tion (b) shall transfer to and vest in Wellton-Mohawk by  
21 operation of law. The Secretary shall provide such evi-  
22 dence of title as Wellton-Mohawk may request at no cost  
23 to Wellton-Mohawk.

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