

105TH CONGRESS  
2D SESSION

# S. 2087

To authorize 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 SENATE OF THE UNITED STATES

MAY 18, 1998

Mr. KYL (for himself and Mr. McCAIN) introduced the following bill; which was read twice and referred to the Committee on Energy and Natural Resources

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## A BILL

To authorize 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. SHORT TITLE.**

4 This Act may be cited as the “Wellton-Mohawk Title  
5 Transfer Act of 1998”.

1 **SEC. 2. CONVEYANCE OF TITLE TO WORKS, FACILITIES AND**  
2 **LANDS.**

3 (a) DEFINITIONS.—

4 (1) MEMORANDUM OF AGREEMENT.—The term  
5 “Memorandum of Agreement” means the agreement  
6 between the Secretary and Wellton-Mohawk, relating  
7 to the transfer, dated on or before July 1, 1998.

8 (2) RECLAMATION.—The term “Reclamation”  
9 means the Department of the Interior, Bureau of  
10 Reclamation.

11 (3) SECRETARY.—The term “Secretary” means  
12 the Secretary of the Interior.

13 (4) WELLTON-MOHAWK.—The term “Wellton-  
14 Mohawk” means the Wellton-Mohawk Irrigation and  
15 Drainage District, an irrigation and drainage dis-  
16 trict created, organized, and existing under and by  
17 virtue of the laws of the State of Arizona.

18 (5) WESTERN.—The term “Western” means  
19 the Department of Energy, Western Area Power Ad-  
20 ministration.

21 (b) IMPLEMENTATION.—The Secretary shall carry  
22 out the provisions of the Memorandum of Agreement. If  
23 transfer has not occurred by the date set forth in the  
24 Memorandum of Agreement, but review under the Na-  
25 tional Environmental Policy Act has been completed and  
26 fair market value has been established, then upon tender

1 of fair market value to the Secretary by Wellton-Mohawk,  
2 all right, title, and interest of the United States in and  
3 to the works, facilities, and lands described in the Memo-  
4 randum of Agreement shall transfer to and vest in  
5 Wellton-Mohawk by operation of law. The Secretary shall  
6 provide such evidence of title as may be requested by  
7 Wellton-Mohawk. In the event that no Memorandum of  
8 Agreement is agreed to by July 1, 1998, this Act shall  
9 be considered null and void.

10 (c) WATER AND POWER DELIVERY.—Notwithstand-  
11 ing the transfer of title to works, facilities, and lands, the  
12 Secretary is authorized and shall continue to deliver to  
13 Wellton-Mohawk in accordance with the terms of the  
14 Amendatory and Supplemental Consolidated Contract  
15 with Wellton-Mohawk Irrigation and Drainage District for  
16 Delivery of Water, Construction of Works, Repayment,  
17 and Project Power Supply (Reclamation's Contract Num-  
18 ber 1-07-30-W0021 Amendment No. 1) including any re-  
19 newals, amendments, supplements, or extensions thereof.  
20 Notwithstanding the transfer of title to works, facilities,  
21 and lands, the Secretary and Western are authorized and  
22 shall continue to provide Wellton-Mohawk with project re-  
23 served power from the Parker Reclamation Power Plant  
24 and Davis Reclamation Power Plant, in accordance with  
25 the terms of the Consolidated Contract and the Power

1 Management Agreement (Reclamation's and Western's  
2 contract Numbers 6-CU-30-P1136, 6-CU-30-P1137,  
3 and 6-CU-30-P1138) including any renewals, amend-  
4 ments, supplements, or extensions thereof.

5 (d) LIABILITY.—Effective on the date of conveyance  
6 of the project works, facilities and lands, the United States  
7 shall not be held liable by any court for damages of any  
8 kind arising out of any act, omission, or occurrence relat-  
9 ing to the conveyed works, facilities, and lands, except for  
10 damages caused by acts of negligence committed by the  
11 United States or by its employees, agents, or contractors  
12 as provided in the Federal Tort Claims Act (28 U.S.C.  
13 2671 et seq.).

14 (e) AGRICULTURAL RETURN FLOWS.—As a condition  
15 of transfer, Wellton-Mohawk shall agree that—

16 (1) the volume of agricultural return flows from  
17 Wellton-Mohawk delivered to Reclamation's Main  
18 Outlet Drain at Station 0+00 shall comply with ap-  
19 plicable law and contracts and shall not exceed  
20 175,000 annual acre feet; and

21 (2) Wellton-Mohawk and Reclamation shall  
22 work cooperatively to attempt to limit return flows  
23 to the design capacity of the Yuma Desalinization  
24 Plant.

1       (f) REPORT.—The Secretary shall provide a report  
2 to the Committee on Resources of the United States  
3 House of Representatives and to the Committee on En-  
4 ergy and Natural Resources of the United States Senate  
5 within eighteen months from the date of enactment of this  
6 Act on the status of the transfer, any obstacles to comple-  
7 tion of the transfer as provided in this Act, and the antici-  
8 pated date for such transfer.

9       (g) AUTHORIZATION.—There are authorized to be ap-  
10 propriated such sums as necessary for the purposes of this  
11 Act.

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