

Calendar No. 526105TH CONGRESS
2^D SESSION**S. 2087****[Report No. 105-289]**

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.

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

AUGUST 25, 1998

Reported under authority of the order of the Senate of July 31, 1998, by Mr. MURKOWSKI, with an amendment

[Strike out all after the enacting clause and insert the part printed in *italic*]

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~~”.

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

8 (a) DEFINITIONS.—

9 (1) MEMORANDUM OF AGREEMENT.—The term
10 “Memorandum of Agreement” means the agreement
11 between the Secretary and ~~Wellton-Mohawk~~, relating
12 to the transfer, dated on or before July 1, 1998.

13 (2) RECLAMATION.—The term “Reclamation”
14 means the Department of the Interior, Bureau of
15 Reclamation.

16 (3) SECRETARY.—The term “Secretary” means
17 the Secretary of the Interior.

18 (4) ~~WELLTON-MOHAWK~~.—The term “~~Wellton-~~
19 ~~Mohawk~~” means the ~~Wellton-Mohawk Irrigation and~~
20 ~~Drainage District~~, an irrigation and drainage dis-
21 trict created, organized, and existing under and by
22 virtue of the laws of the State of Arizona.

23 (5) WESTERN.—The term “Western” means
24 the Department of Energy, Western Area Power Ad-
25 ministration.

1 (b) IMPLEMENTATION.—The Secretary shall carry
2 out the provisions of the Memorandum of Agreement. If
3 transfer has not occurred by the date set forth in the
4 Memorandum of Agreement, but review under the Na-
5 tional Environmental Policy Act has been completed and
6 fair market value has been established, then upon tender
7 of fair market value to the Secretary by Wellton-Mohawk,
8 all right, title, and interest of the United States in and
9 to the works, facilities, and lands described in the Memo-
10 randum of Agreement shall transfer to and vest in
11 Wellton-Mohawk by operation of law. The Secretary shall
12 provide such evidence of title as may be requested by
13 Wellton-Mohawk. In the event that no Memorandum of
14 Agreement is agreed to by July 1, 1998, this Act shall
15 be considered null and void.

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

1 Notwithstanding the transfer of title to works, facilities,
2 and lands, the Secretary and Western are authorized and
3 shall continue to provide Wellton-Mohawk with project re-
4 served power from the Parker Reclamation Power Plant
5 and Davis Reclamation Power Plant, in accordance with
6 the terms of the Consolidated Contract and the Power
7 Management Agreement (Reclamation's and Western's
8 contract Numbers ~~6-CU-30-P1136~~, ~~6-CU-30-P1137~~,
9 and ~~6-CU-30-P1138~~) including any renewals, amend-
10 ments, supplements, or extensions thereof.

11 (d) LIABILITY.—Effective on the date of conveyance
12 of the project works, facilities and lands, the United States
13 shall not be held liable by any court for damages of any
14 kind arising out of any act, omission, or occurrence relat-
15 ing to the conveyed works, facilities, and lands, except for
16 damages caused by acts of negligence committed by the
17 United States or by its employees, agents, or contractors
18 as provided in the Federal Tort Claims Act (28 U.S.C.
19 2671 et seq.).

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

22 (1) the volume of agricultural return flows from
23 Wellton-Mohawk delivered to Reclamation's Main
24 Outlet Drain at Station 0+00 shall comply with ap-

1 plicable law and contracts and shall not exceed
2 175,000 annual acre feet; and

3 ~~(2) Wellton-Mohawk and Reclamation shall~~
4 ~~work cooperatively to attempt to limit return flows~~
5 ~~to the design capacity of the Yuma Desalinization~~
6 ~~Plant.~~

7 ~~(f) 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 eighteen months from the date of enactment of this~~
12 ~~Act on the status of the transfer, any obstacles to comple-~~
13 ~~tion of the transfer as provided in this Act, and the antici-~~
14 ~~pated date for such transfer.~~

15 ~~(g) AUTHORIZATION.—There are authorized to be ap-~~
16 ~~propriated such sums as necessary for the purposes of this~~
17 ~~Act.~~

18 **SECTION 1. SHORT TITLE**

19 *This Act may be referred to as the “Wellton-Mohawk*
20 *Transfer Act”.*

21 **SEC. 2. TRANSFER**

22 *The Secretary of the Interior (“Secretary”) is author-*
23 *ized to carry out the terms of the Memorandum of Agree-*
24 *ment No. 8-AA-34-WAO14 (“Agreement”) dated July 10,*
25 *1998 between the Secretary and the Wellton-Mohawk Irriga-*

1 *tion and Drainage District (“District”) providing for the*
2 *transfer of works, facilities, and lands to the District, in-*
3 *cluding conveyance of Acquired Lands, Public Lands, and*
4 *Withdrawn Lands, as defined in the Agreement.*

5 **SEC. 3. WATER AND POWER CONTRACTS**

6 *Notwithstanding the transfer, the Secretary and the*
7 *Secretary of Energy shall provide for and deliver Colorado*
8 *River water and Parker-Davis Project Priority Use Power*
9 *to the District in accordance with the terms of existing con-*
10 *tracts with the District, including any amendments or sup-*
11 *plements thereto or extensions thereof and as provided*
12 *under section 2 of the Agreement.*

13 **SEC. 4. SAVINGS**

14 *Nothing in this Act shall affect any obligations under*
15 *the Colorado River Basin Salinity Control Act (Public Law*
16 *93–320, 43 U.S.C. 1571).*

17 **SEC. 5. REPORT**

18 *If transfer of works, facilities, and lands pursuant to*
19 *the Agreement has not occurred by July 1, 2000, the Sec-*
20 *retary shall report on the status of the transfer as provided*
21 *in section 5 of the Agreement.*

22 **SEC. 6. AUTHORIZATION**

23 *There are authorized to be appropriated such sums as*
24 *may be necessary to carry out the provisions of this Act.*

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