
APPENDIX A

APPENDIX A

Wellton-Mohawk Transfer Act and Memorandum of Agreement

- Wellton-Mohawk Transfer Act, Public Law 106-221, which was enacted by Congress on June 7, 2000 and signed into law by President Clinton June 20, 2000.
- Memorandum of Agreement dated July 10, 1998 between the U.S. Bureau of Reclamation and the Wellton-Mohawk Irrigation and Drainage District regarding terms and conditions for the transfer of Wellton-Mohawk Division facilities and lands.
- Amendment No. 1 to the Memorandum of Agreement, dated May 11, 2001, which clarifies the methods and principles by which title to certain federal lands on which Wellton-Mohawk Division facilities are located would be transferred to the Wellton-Mohawk Irrigation and Drainage District.
- Amendment No. 2 to the Memorandum of Agreement, dated August 4, 2005, which clarifies the terms of the cost sharing arrangements of the appraisal services.
- Amendment No. 3 to the Memorandum of Agreement, dated February 9, 2006, which clarifies the terms of the cost sharing arrangements of the title transfer.
- A Resolution by the Yuma County Board of Supervisors establishing the Wellton-Mohawk Irrigation and Drainage District Rural Planning Area (WMIDD/RPA).
- Status report from Eluid L. Martinez, Commission, U. S. Department of Interior, Bureau of Reclamation to the Honorable Frank Murkowski, Chairman, Committee on Energy and Natural Resources.

Public Law 106-221
106th Congress

An Act

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.

June 20, 2000
[S. 356]

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,

Wellton-Mohawk
Transfer Act.

SECTION 1. SHORT TITLE.

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

SEC. 2. TRANSFER.

The Secretary of the Interior (“Secretary”) is authorized to carry out the terms of the Memorandum of Agreement No. 8-AA-34-WAO14 (“Agreement”) dated July 10, 1998 between the Secretary and the Wellton-Mohawk Irrigation and Drainage District (“District”) providing for the transfer of works, facilities, and lands to the District, including conveyance of Acquired Lands, Public Lands, and Withdrawn Lands, as defined in the Agreement.

SEC. 3. WATER AND POWER CONTRACTS.

Notwithstanding the transfer, the Secretary and the Secretary of Energy shall provide for and deliver Colorado River water and Parker-Davis Project Priority Use Power to the District in accordance with the terms of existing contracts with the District, including any amendments or supplements thereto or extensions thereof and as provided under section 2 of the Agreement.

SEC. 4. SAVINGS.

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

SEC. 5. REPORT.

If transfer of works, facilities, and lands pursuant to the Agreement has not occurred by July 1, 2000, the Secretary shall report on the status of the transfer as provided in section 5 of the Agreement.

Deadline.

SEC. 6. AUTHORIZATION.

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

Approved June 20, 2000.

LEGISLATIVE HISTORY—S. 356 :

SENATE REPORTS: No. 106-21 (Comm. on Energy and Natural Resources).

CONGRESSIONAL RECORD:

Vol. 145 (1999): Mar. 25, considered and passed Senate.

Vol. 146 (2000): June 6, 7, considered and passed House.



MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
LOWER COLORADO REGION
YUMA AREA OFFICE

AND
WELLTON-MOHAWK IRRIGATION AND DRAINAGE DISTRICT
TO
TRANSFER TITLE TO WORKS, FACILITIES AND LANDS IN THE
WELLTON-MOHAWK DIVISION OF THE GILA PROJECT, ARIZONA

This MEMORANDUM OF AGREEMENT (hereafter referred to as the "Agreement"), made this 10th day of July, 1998, is between THE UNITED STATES OF AMERICA, BUREAU OF RECLAMATION (hereafter referred to as the "United States or Reclamation") and WELLTON-MOHAWK IRRIGATION AND DRAINAGE DISTRICT (hereafter referred to as the "District"), an irrigation and drainage district created, organized, and existing under and pursuant to the laws of the State of Arizona, with its principal place of business in Yuma County, Arizona.

The purpose of this Agreement is to define the method and principles by which title to the Gila Project-Wellton Mohawk Division works, facilities and certain federally-owned lands will be transferred from the United States to the District.

EXPLANATORY RECITALS

WHEREAS, Reclamation desires to transfer title to, and the District desires to accept transfer of, title now vested in the United States to Gila Project, Wellton-Mohawk Division works, facilities and certain federally-owned lands; and

WHEREAS, on November 27, 1991, a Certificate of Discharge of Repayment Obligation and Exemption from Acreage Limitation and Full Cost Pricing Provisions of Federal Reclamation Law was issued to the District.

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

0916
Assignment of title

1 (i) "**Exhibit E**" lists all costs to reflect the total cost of
2 this title transfer.

3
4 (j) "**GVPD/MMWCD Lands**" means those Gila Valley Power District
5 and Mohawk Municipal Water Conservation District lands remaining in
6 title to the United States which were acquired by the United States
7 pursuant to Section 2 of the Gila Project Reauthorization Act of
8 July 30, 1947 (61 Stat. 628) for which the repayment obligation has
9 been satisfied.

10
11 (k) "**Offered Lands**" means those lands, primarily in the
12 Gila River Channel, owned by the District, offered to Reclamation
13 for exchange or purchase at fair market value, to allow Reclamation
14 to meet the reasonable and prudent alternatives of the Biological
15 Opinion for Colorado River operations.

16
17 (l) "**Oversight Committee**" means the committee comprised of
18 the Manager of the Yuma Area Office, Reclamation, and the Manager
19 of the District or a designated representative.

20
21 (m) "**Priority Use Power**" means the capacity and energy
22 associated with Parker-Davis Project Generation for full project
23 development and operation; and for use on or by federal Reclamation
24 projects in the Yuma County, Arizona area.

25
26 (n) "**Project**" means the Gila Project as identified by the
27 Gila Project Reauthorization Act of July 30, 1947 (61 Stat.628).

28
29 (o) "**Public Lands**" means the public lands within and adjacent
30 to the Division that the Secretary of Interior, at his discretion,
31 is authorized to sell to the District at fair market value.

32
33 (p) "**Reclamation**" means the United States Department of
34 Interior, Bureau of Reclamation.

35
36 (q) "**Secretary**" means the Secretary of the Interior or a duly
37 authorized representative.

38
39 (r) "**Title Transfer Contract**" means the contract that
40 incorporates the terms and conditions for, and lists the works,
41 facilities, and lands to be transferred.

42
43 (s) "**Western**" means the Western Area Power Administration of
44 the United States Department of Energy.

45
46 (t) "**Withdrawn Lands**" means those lands within and adjacent
47 to the District that have been withdrawn from public use for

1 Reclamation purposes.

2
3 (u) **"Works and Facilities"** means the works and facilities of
4 the Division, or portions thereof, constructed by the United States
5 for the District pursuant to the Consolidated Contract as more
6 particularly described in Exhibit B of said Contract, or otherwise
7 constructed as Division works and facilities. Works and facilities
8 do not include Acquired Lands or Withdrawn Lands on which the works
9 and facilities have been constructed.

10
11 **STATEMENT OF PRINCIPLES**

12
13 2. This Agreement shall protect the financial interest of the
14 United States. The following principles shall guide and direct the
15 transfer process:

16
17 (a) **Legislation Required:** The United States holds title to
18 works and facilities in the Wellton-Mohawk Division of the Gila
19 Project, Arizona, as well as lands within and adjacent to the
20 District. The Secretary is not authorized to transfer title to
21 United States assets without express authorization by Congress
22 through legislation. This title transfer will not occur unless, and
23 until, authorized by duly enacted legislation.

24
25 (b) **Compliance with Environmental Laws and Regulations:**
26 Reclamation will ensure compliance with NEPA, NHPA, CERCLA and
27 other applicable Federal laws as required for transfer of ownership
28 of Division works, facilities, and lands. The District will ensure
29 that the works, facilities, and lands to be transferred will be
30 operated in accordance with authorized purposes. No change in
31 project purpose, operation, or use is contemplated or intended by
32 the District or the United States as a result of this transfer.

33
34 (c) **Lands Transactions:** The District and Reclamation shall
35 jointly identify lands within and adjacent to the District to be
36 purchased or exchanged or otherwise transferred by and between the
37 District and Reclamation. Acquired Lands, Public Lands, and
38 Withdrawn Lands shall be appraised in accordance with practices
39 approved by the Secretary to ensure that the United States receives
40 fair market value for the lands purchased or exchanged. Withdrawn
41 Lands may be acquired by the District at fair market value provided
42 that Congress enacts legislation authorizing and providing for such
43 acquisition and transfer. The acquisition costs of GVPD/MMWCD
44 lands have been fully repaid by the District and the GVPD/MMWCD
45 lands shall be transferred to the District without cost to the
46 District except as identified in Exhibit A.

1 (d) **Agricultural Return Flows (ARFs) From the District**
2 **Delivered to the MOD at Station 0+00:**

3 The District agrees to
4 accept Reclamation's goal of delivery of ARFs at the Yuma Desalting
5 Plant (YDP) design capacity at MOD Station 0+00, and that the
6 District water management activities will reflect this goal to the
7 extent that the goal remains relevant regardless of whether the
8 United States operates the YDP or replaces the bypass stream in
9 accordance with Public Law 93-320, as amended. Further, District
10 water management activities will reflect Reclamation's goal that
11 salinity levels of ARF's delivered at MOD Station 0+00 shall not
12 increase above historical salinity levels of ARFs delivered at MOD
13 Station 0+00.

14 (e) **Agricultural Production Lands:** Pursuant to Public Law 93-
15 320, as amended, and the Consolidated Contract, the District is
16 restricted to irrigating not more than 62,875 acres of land.

17 (f) **Repair of Main Outlet Drain Extension (MODE)/MOD:** The
18 District will cooperate with Reclamation in discontinuing use of
19 MODE/MOD for two weeks each year or as needed for repairs. The
20 District will also inform Reclamation of any outages that may occur
21 in relation to the ARFs.
22

23 (g) **Applicability of Existing Water and Power Contracts:**
24 The Secretary and the District shall maintain in place and in force
25 all contracts which provide for Colorado River water and Parker-
26 Davis Project Priority Use Power, and the delivery thereof, unless
27 such contract or contracts are modified or terminated by mutual
28 consent of the parties thereto or as otherwise provided in said
29 contracts. This Agreement shall not alter, supplement or amend any
30 contract. Title to the Western's Wellton-Mohawk Substation,
31 transmission lines and substations associated with Pumping Plant
32 One and Pumping Plant Three, underlying lands, and all appurtenant
33 rights of way and easements shall remain in the name of the United
34 States. Notwithstanding the transfer of title to works,
35 facilities, and lands, the Secretary is authorized and shall
36 continue to provide for and deliver water and Priority Use Power to
37 Wellton-Mohawk in accordance with the terms of the Consolidated
38 Contract including any amendments, supplements, or extensions
39 thereof and the Power Management Agreement (Reclamation's and
40 Western's Contract Numbers 6-CU-30-P1136, 6-CU-30-P1137 and 6-CU-
41 30-P1138) including any amendments, supplements, or extensions
42 thereof.
43

44 (h) **Works and Facilities:** This title transfer shall include
45 all works and facilities of the Division.
46
47

1 (i) **Rights of Way and Easements:** The transfer of works and
2 facilities shall include any and all rights of way and easements
3 appurtenant to the operation of the works and facilities including
4 works and facilities in the Gila River channel. The transfer of
5 rights of way and easements shall not result in any impairment or
6 defect in any right of way or easement. Each right of way and
7 easement shall be in full force and effect following transfer.
8 Conveyance and transfer of easements and rights of way shall be
9 approved by Reclamation and the District.

10
11 **EFFECTIVE DATE**

12
13 3. This Agreement shall be signed before legislation is enacted.
14 The signed Agreement shall become effective upon enactment of
15 authorizing legislation. No transfer of title to works, facilities
16 and lands shall occur unless and until legislation authorizing this
17 transfer is enacted by Congress. The target date for completion of
18 the transfer of title is December 31, 2001, or such date as set by
19 Congress.

20
21 **TERMINATION**

22
23 4. This Agreement may be terminated, if permitted by duly enacted
24 legislation, by either party 30 days after receiving written
25 notification from the party requesting termination.
26 In any event, this Agreement will terminate upon execution of the
27 Title Transfer Contract. Upon termination, all outstanding,
28 irrevocable, reimbursable obligations incurred by Reclamation under
29 the terms of this Agreement shall be satisfied by the District.
30 Any funds advanced by the District for reimbursable costs not
31 expended or obligated by Reclamation shall be refunded to the
32 District.

33
34 **REPORT TO CONGRESS**

35
36 5. If title transfer has not occurred, pursuant to duly enacted
37 legislation and this Agreement, by July 1, 2000, Reclamation will
38 provide a report to the Committee on Resources of the United States
39 House of Representatives and to the Committee on Energy and Natural
40 Resources of the United States Senate. The report will cover the
41 status of the Title Transfer, any obstacles to completion of the
42 transfer as provided in the legislation, and the anticipated date
43 for such transfer.

44
45 The goal of Reclamation and the District is that within one hundred
46 eighty days of the execution of the Title Transfer Contract, the
47 Secretary shall convey to the District all right, title and

1 interest of the United States to the facilities, works and lands to
2 be conveyed and transferred to the District; provided, that such
3 transfer is not otherwise directed by Congress.
4

5 **LAND PURCHASE PAYMENT**
6

7 6. The District shall pay such sums, and on such terms, as are
8 stated in the Title Transfer Contract for lands purchased by the
9 District pursuant to this Agreement.
10

11 **RESPONSIBILITY FOR WORKS AND FACILITIES FOLLOWING TRANSFER**
12

13 7. (a) **Operation, Maintenance, Repair and Replacement:** The
14 District shall assume full responsibility and liability for all
15 duties and costs associated with the operation, maintenance,
16 repair, replacement, enhancement, and betterment of the following
17 transfer. The District shall not be eligible for any federal
18 funding under federal Reclamation law to assist the District's
19 activities listed in this paragraph.
20

21 (b) **Other Federal Assistance:** This title transfer action is
22 not intended to affect the District's right to request or receive
23 federal assistance under other federal programs.
24

25 **COSTS**
26

27 8. The following cost allocation, which is consistent with
28 existing Reclamation policy, applies in the absence of specific
29 criteria established through legislation.
30

31 (a) **Cost-effective Cost-efficient:** The goal is for
32 Reclamation and the District to seek the most cost effective means
33 in developing and implementing this transfer. It is the intent of
34 the parties to accomplish this transfer of title and assignment of
35 interest in the most fiscally responsible manner consistent with
36 proper land and facility title transfer practices.
37

38 (b) **Cost Shared:** The District and Reclamation shall 50-50
39 cost share all expenses associated with NEPA compliance, CERCLA,
40 and NHPA, in accordance with Exhibit C. Reclamation will not be
41 responsible for mitigation costs associated with this transfer.
42 The cost of preparing and presenting the report to Congress shall
43 be shared equally by Reclamation and the District.
44

45 (c) **District's Cost Responsibility:** The District will be
46 responsible for payment of costs directly attributable to and
47 solely occasioned by the transfer as they relate to works,

1 facilities, and lands transferred to the District. Such costs
2 include normal costs of land transfer, purchase, and/or exchanges
3 including, but not limited to, title examinations, title searches,
4 boundary surveys, appraisals and legal descriptions and recording
5 costs.

6
7 (d) **Reclamation's Cost Responsibility:** Reclamation will be
8 responsible for Reclamation costs associated with miscellaneous
9 transfer activities, consisting of contract development,
10 contracting negotiations, research activities undertaken by
11 Reclamation staff, including preparation and execution of this
12 Agreement, costs associated with works and facilities
13 transfer, costs of preparation of property voucher for transfer of
14 physical property, and transfer costs for lands transferred to the
15 United States.

16
17 **COOPERATION, PROCEDURES AND RESPONSIBILITIES**

18
19 9. (a) **Reclamation will be responsible for the following:**

20
21 1. To establish a unique cost authority number to track
22 and account for the cost of services provided under the terms of
23 this Agreement and to provide the District with quarterly updates
24 itemized by month.

25
26 2. To provide the District with copies of all contracts,
27 invoices, and other writings which evidence obligations pursuant to
28 this Agreement.

29
30 3. To ensure compliance with applicable federal laws.

31
32 4. To draft and execute this Agreement and the Title
33 Transfer Contract(s) and other documents.

34
35 5. Reclamation will be responsible for CERCLA
36 remediation on the lands under Reclamation control.

37
38 (b) **The District will be responsible for the following:**

39
40 1. To establish a process to track and account for the
41 costs associated with title transfer activities provided under the
42 terms of this Agreement and to provide Reclamation with quarterly
43 updates itemized by month.

44
45 2. To review and comment on the draft Title Transfer
46 Contract.

1 of negligence committed by the United States or by its employees,
2 agents, or contractors prior to the date of title transfer for
3 which the United States is found liable under the Federal Tort
4 Claims Act, 28 U.S.C 2671 et.seq. or as provided by Congress in
5 transfer legislation.

6
7 **EXHIBITS MADE PART OF THIS AGREEMENT**

8
9 12. The Exhibits as attached hereto are incorporated and made a
10 part of this Agreement and each shall be effective until modified
11 or superseded as provided in this Agreement. The Exhibits may be
12 amended upon mutual agreement of the District and Reclamation.

13
14 **CONTINGENT ON APPROPRIATIONS OR ALLOTMENT OF FUNDS**

15
16 13. The expenditure or advance of any money for the performance of
17 any obligation of the United States under this Agreement shall be
18 contingent upon the appropriation or allotment of funds. Absence
19 of appropriations or allotment of funds shall relieve Reclamation
20 and the District from any obligations under this Agreement. No
21 liability shall accrue to the United States in case funds are not
22 appropriated or allotted.

23
24 **NOTICES**

25
26 14. Any notice, demand, or request authorized or required by this
27 Agreement shall be deemed to have been given by the District when
28 mailed or delivered to the Area Manager, Yuma Area Office, Bureau
29 of Reclamation, and by Reclamation when mailed or delivered to the
30 Manager of the District. The designation of the addressee or the
31 address may be changed by written notification to the parties.

32
33 **COMPLIANCE WITH LAWS AND REGULATIONS**

34
35 15. Following title transfer, the District shall comply with all
36 applicable federal and state laws and regulations.

37
38 **THIRD PARTY AGREEMENTS**

39
40 16. The United States shall, if assignable, assign to the District
41 its rights, duties, obligations, and responsibilities which exist
42 as a result of third-party agreements in the Division, including
43 the granting of any right to use, cross, or occupy any of the
44 facilities, works and lands. The District shall honor all third-
45 party agreements for the length of the agreement and shall provide
46 all third parties with the same allowances that they receive under
47 the existing contracts.

AMENDATORY MEMORANDUM OF AGREEMENT
BETWEEN

DUPLICATE ORIGINAL

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
LOWER COLORADO REGION
YUMA AREA OFFICE

AND

WELLTON-MOHAWK IRRIGATION AND DRAINAGE DISTRICT
TO

TRANSFER TITLE TO WORKS, FACILITIES AND LANDS IN THE
WELLTON-MOHAWK DIVISION OF THE GILA PROJECT, ARIZONA

AMENDMENT NO. 1

This **AMENDMENT**, made this 11th day of May, 2001, pursuant to the provisions of Article 18 of Memorandum of Agreement (hereinafter MOA) Between the United States Department of the Interior, Bureau of Reclamation, Lower Colorado Region, Yuma Area Office and Wellton-Mohawk Irrigation and Drainage District to Transfer Title to Works, Facilities and Lands in the Wellton-Mohawk Division of the Gila Project, Arizona [Agreement No. 8-AA-34-WA014] dated July 10, 1998, is intended to clarify and define the method and principles by which title to the Gila Project-Wellton-Mohawk Division works, facilities and certain federally-owned lands will be transferred from the United States (hereinafter Reclamation) to the Wellton-Mohawk Irrigation and Drainage District (hereinafter District).

EXPLANATORY RECITALS

Whereas, on July 10, 1998, Reclamation and the District, by virtue of the above referenced MOA, agreed to certain methods and principles by which title to the Gila Project-Wellton-Mohawk Division works, facilities, and certain federally-owned lands will be transferred from Reclamation to the District; and

Whereas, Reclamation and the District desire to clarify the methods and principles by which title to certain federally-owned lands on which works and facilities of the Division are located are to be transferred from Reclamation to the District.

NOW, THEREFORE, in consideration of the mutual covenants contained in the MOA, and contained herein, Reclamation and the District do hereby agree to amend the MOA as follows:

1. The MOA is hereby amended by the deletion therefrom of Articles 1(u) and 2(c) and the substitution therefor of the following:

"1 (u) "Works and facilities" means the works and facilities of the Division, or portions thereof, constructed by the United States for the District pursuant to the Consolidated Contract as more particularly described in Exhibit B of said Contract, or otherwise constructed as Division works and facilities. Works and facilities include Acquired Lands or Withdrawn Lands on which the works and facilities have been constructed."

"2 (c) Lands Transactions: The District and Reclamation shall jointly identify lands within and adjacent to the District to be purchased or exchanged or otherwise transferred by and between the District and Reclamation.

Acquired Lands, Public Lands, and Withdrawn Lands shall be appraised in accordance with practices approved by the Secretary to ensure that the United States receives fair market value for the lands purchased or exchanged. Withdrawn Lands may be acquired by the District at fair market value provided that Congress enacts legislation authorizing and providing for such acquisition and transfer.

The acquisition costs of GVPD/MMWCD lands have been fully repaid by the District and the GVPD/MMWCD lands shall be transferred to the District without additional cost to the District except as identified in Exhibit A.

All lands and interests in lands on which works and facilities are located, which are appurtenant to the works and facilities, including those lands required for the works and facilities in the Gila River channel, shall be transferred to the District. Conveyance and transfer of such lands and interests in lands shall be approved by Reclamation and the District."

2. Except as amended, all provisions of the MOA shall remain in full force and effect.

Accepted and agreed to on the day first written above.

THE UNITED STATES OF AMERICA

By: *Jim Churro*
Area Manager
Yuma Area Office
Lower Colorado Region
Bureau of Reclamation

WELLTON-MOHAWK IRRIGATION AND
DRAINAGE DISTRICT

By: *Ed Brown*
Title: *Mgr Secy*

DUPLICATE ORIGINAL

Agreement No. 8-AA-34-WA014

AMENDATORY MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
LOWER COLORADO REGION
YUMA AREA OFFICE

AND

WELLTON-MOHAWK IRRIGATION AND DRAINAGE DISTRICT

TO

TRANSFER TITLE TO WORKS, FACILITIES AND LANDS IN THE
WELLTON-MOHAWK DIVISION OF THE GILA PROJECT, ARIZONA

AMENDMENT NO. 2

This **AMENDMENT**, made this 4th day of August, 2005, pursuant to the provisions of Article 18 of Memorandum of Agreement (hereinafter MOA) Between the United States Department of the Interior, Bureau of Reclamation, Lower Colorado Region, Yuma Area Office and Wellton-Mohawk Irrigation and Drainage District to Transfer Title to Works, Facilities and Lands in the Wellton-Mohawk Division of the Gila Project, Arizona [Contract No. 8-AA-34-WA014] dated July 10, 1998, is intended to clarify and define the method and principles by which title to the Gila Project, Wellton-Mohawk Division works, facilities and certain Federally-owned lands will be transferred from the United States (hereinafter Reclamation) to the Wellton-Mohawk Irrigation and Drainage District (hereinafter District).

EXPLANATORY RECITALS

Whereas, on July 10, 1998, Reclamation and the District, by virtue of the above-referenced MOA, agreed to certain methods and principles by which title to the Gila Project, Wellton-Mohawk Division works, facilities and certain Federally-owned lands will be transferred from Reclamation to the District; and

Whereas, Reclamation and the District desire to modify and clarify the methods and principles by which title to certain Federally-owned lands on which works and facilities of the Division are located are to be transferred from Reclamation to the District; and

Whereas, an Executive action taken by the Secretary of the Interior in 2003, wherein the Appraisal Services Directorate was created, rendered moot the plans and budget for the ratification of a previously completed appraisal dated May 20, 2002, and significantly increases the anticipated costs for the completion of the appraisal as required by Articles 8.(c) and 9.(b)4. of the MOA.

NOW, THEREFORE, in consideration of the mutual covenants contained in the MOA, and contained herein, Reclamation and the District do hereby agree to amend the MOA as follows:

1. The MOA is hereby amended by adding the following paragraphs as subparagraphs to Article.8(c) District's Cost Responsibility:

"1. Reclamation and the District shall cost share on an equal 50/50 basis the cumulative cost(s) of any and all additional appraisals that are required by Reclamation and prepared subsequent to the original appraisal dated May 20, 2002, up to a total cost of fifty thousand dollars (\$50,000) and further agree that any and all costs related to these same additional appraisal(s) that exceed a cumulative cost of fifty thousand dollars (\$50,000) shall be borne in full (100%) by Reclamation, thereby limiting the cost to the District for of any required additional appraisals to a maximum expenditure of twenty five thousand dollars (\$25,000)."

"2. Nothing in the above provision changes the District's obligation to be responsible for the full cost of the appraisal dated May 20, 2002, and that the cost of that appraisal shall have no bearing whatsoever on the intent of this amendment."

2. Except as amended herein, all provisions of the MOA and existing amendments shall remain in full force and effect.

Accepted and agreed to on the day first written above.

THE UNITED STATES OF AMERICA

WELLTON-MOHAWK IRRIGATION AND DRAINAGE DISTRICT

By: Jim Cherry
Area Manager
Yuma Area Office
Lower Colorado Region
Bureau of Reclamation

By: CW Slacum
General Manager

ORIGINAL

Agreement No. 8-AA-34-WA014

AMENDATORY MEMORANDUM OF AGREEMENT
BETWEEN
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
LOWER COLORADO REGION
YUMA AREA OFFICE

AND

WELLTON-MOHAWK IRRIGATION AND DRAINAGE DISTRICT

TO

TRANSFER TITLE TO WORKS, FACILITIES AND LANDS IN THE
WELLTON-MOHAWK DIVISION OF THE GILA PROJECT, ARIZONA

AMENDMENT NO. 3

This AMENDMENT, made this 9th day of February, 2006, pursuant to the provisions of Article 18 of Memorandum of Agreement (hereinafter Agreement) Between the United States Department of the Interior, Bureau of Reclamation, Lower Colorado Region, Yuma Area Office and Wellton-Mohawk Irrigation and Drainage District to Transfer Title to Works, Facilities and Lands in the Wellton-Mohawk Division of the Gila Project, Arizona [Contract No. 8-AA-34-WA014] dated July 10, 1998, is intended to clarify and define the method and principles by which title to the Gila Project, Wellton-Mohawk Division works, facilities and certain Federally-owned lands will be transferred from the United States (hereinafter Reclamation) to the Wellton-Mohawk Irrigation and Drainage District (hereinafter District).

EXPLANATORY RECITALS

Whereas, on July 10, 1998, Reclamation and the District, by virtue of the above-referenced Agreement, agreed to certain methods and principles by which title to the Gila Project, Wellton-Mohawk Division works, facilities and certain Federally-owned lands will be transferred from Reclamation to the District; and

Whereas, Reclamation and the District desire to modify and clarify the methods and principles by which title to certain Federally-owned lands on which works and facilities of the Division are located are to be transferred from Reclamation to the District; and

Whereas, the District and Reclamation have undertaken and completed cultural resource inventory work in consultation with the Arizona State Historic Preservation Officer under Section 106 of the National Historic Preservation Act; and

Whereas, Reclamation has determined it appropriate to undertake additional cultural resources inventory work at the request of the Quechan Tribe at the expense of Reclamation; and

Whereas, the completion of this additional work using the existing contractors and billing process as has been used for the title transfer process is clearly timely, cost effective and advantageous for the government;

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and herein, Reclamation and the District do hereby agree to amend the Agreement as follows:

1. The Agreement is hereby amended by incorporating the following in replacement of the previous paragraph 8 (b) "Cost Shared."

"(b) Cost-Share: The District and Reclamation shall 50/50 cost-share all expenses associated with compliance with NEPA, CERCLA, and NHPA, in accordance with Exhibit C. Reclamation will not be responsible for environmental or cultural resource mitigation costs associated with this transfer. The cost of preparing and presenting the report to Congress will be shared equally by Reclamation and the District. The District will not be responsible for costs incurred or required in completion of work incidental to normal Federal management responsibilities including costs

incurred under Section 110 of the NHPA or costs resulting from government-to-government commitments to Indian tribes not directly required for Section 106 NHPA compliance for this title transfer."

2. The Agreement is hereby amended by incorporating the following in replacement of the previous paragraph 8 (c) "District's Cost Responsibility" and includes the changes made under Amendment No. 2 to the Agreement.

"(c) District's Cost Responsibility: The District will be responsible for payment of costs directly attributable to and solely occasioned by the transfer as they relate to works, facilities, and lands transferred to the District. Such costs include normal costs of land transfer, purchase, and/or exchanges including but not limited to, title examinations, title searches, boundary surveys, appraisals, and legal descriptions and recording costs, and for its own internal operational and staff costs and overheads, legal and consultation fees associated with transfer activities.

1. Reclamation and the District shall cost share on an equal 50/50 basis the cumulative costs of any and all additional appraisals that are required by Reclamation and prepared subsequent to the original appraisal dated May 20, 2002, up to a total cost of fifty thousand dollars (\$50,000) and further agree that any and all costs related to these same additional appraisal(s) that exceed a cumulative cost of fifty thousand dollars (\$50,000) shall be borne in full (100%) by Reclamation, thereby limiting the cost to the District of any required additional appraisals to a maximum expenditure of twenty-five thousand dollars (\$25,000).

2. Nothing in the above provision changes the District's obligation to be responsible for the full cost of the appraisal dated May 20, 2002, and that the cost of that appraisal shall have no bearing whatsoever on the intent of this amendment."

3. The Agreement is hereby amended by incorporating the following in replacement of the previous paragraph 8 (d) "Reclamation's Cost Responsibility."

"(d) Reclamation's Cost Responsibility: Reclamation will be responsible for Reclamation costs associated with miscellaneous transfer activities, consisting of contract development, contracting negotiations, research activities undertaken by Reclamation staff including preparation and

execution of this Agreement, costs associated with works and facilities transfer, costs of preparation of property voucher for transfer of physical property, and transfer costs for lands transferred to the United States. Reclamation is also responsible for all costs of Federal management activities on lands prior to transfer, costs for certain appraisal activities as provided in paragraph 8 (c)1 above as amended by Amendment No. 2 to this Agreement, for its own internal staff costs and overheads associated with transfer activities, and for such other costs and expenses incurred by the District deemed appropriate, reasonable, and lawful by Reclamation to be reimbursed."

4. The Agreement is hereby amended by incorporating the following sub-paragraph No. 6. in addition to the previous content of paragraph 9 (b).

"6. During the period of implementation under this Agreement, Reclamation may request, and the District may agree to assist Reclamation in completion of Federal management activities indirectly associated with lands under consideration for transfer under this Agreement within the Gila Project. Assistance by the District may include facilitating the use of certain consultants and contractors retained under contract by the District, through the District's existing contracts, when determined by Reclamation to be advantageous to the United States. All costs and charges for such Federal management activities as agreed to by Reclamation and the District shall be documented by the parties and reimbursed to the District by Reclamation through the payment process used for title transfer activities under this Agreement."

5. Except as amended herein, all provisions of the Agreement and previous amendments shall remain in full force and effect.

Accepted and agreed to on the day first written above.

THE UNITED STATES OF AMERICA

WELLTON-MOHAWK IRRIGATION AND
DRAINAGE DISTRICT

By: _____

Jim Cherry
Area Manager
Yuma Area Office
Lower Colorado Region
Bureau of Reclamation

By: _____

CW Slocum
General Manager



YUMA COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 02 -36

2/29/03 CWS

file orig. ✓
cc: Susan D.

A RESOLUTION BY THE YUMA COUNTY BOARD OF SUPERVISORS ESTABLISHING THE WELLTON-MOHAWK IRRIGATION AND DRAINAGE DISTRICT RURAL PLANNING AREA (WMIDD/RPA).

WHEREAS, pursuant to A.R.S. § 11-806 the Yuma County Board of Supervisors has adopted the Yuma County 2010 Comprehensive Plan, and;

WHEREAS, the Board of Supervisors, in compliance with A.R.S. § 11-806(D)(3) encourages voluntary participation in the planning area and shall aid the planning areas in providing a sound factual and policy basis for planning, and;

WHEREAS, pursuant to A.R.S. § 11-806(D)(3) the recommendations of the WMIDD/RPA does emphasize voluntary, nonregulatory incentives for compliance and accommodation of continuing traditional rural and agricultural enterprises, and;

WHEREAS, pursuant to A.R.S. § 11-806(D)(3) the WMIDD/RPA wants to transmit its recommendations to the Yuma County Board of Supervisors for consideration to be included in the annual amendment process to the 2010 Comprehensive Plan, and;

WHEREAS, the Yuma County Board of Supervisors has authorized the establishment of a Rural Planning Area by the Wellton Mohawk Irrigation and Drainage District, and;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors hereby enacts the establishment of the Wellton-Mohawk Irrigation and Drainage District Rural Planning Area.

Adopted this 19th day of August 2002

Robert J. McLendon, Chairman
Board of Supervisors
Yuma County, State of Arizona

ATTEST:

WALLY HILL
County Administrator

APPROVED AS TO FORM AND DETERMINED TO BE WITHIN THE SCOPE OF PERFORMANCE OF DUTY OF THE YUMA COUNTY BOARD OF SUPERVISORS

Patricia A. Orozo
Yuma County Attorney

by:



IN REPLY REFER TO:

United States Department of the Interior

BUREAU OF RECLAMATION
Washington, D.C. 20240



2-21-00
CCI CLG
LK

W-1500

JUL 20 2000

Honorable Frank Murkowski
Chairman
Committee on Energy and
Natural Resources
United States Senate
Washington, DC 20510

Dear Mr. Chairman:

I am writing to report on the status of the conveyance of certain works, facilities, and designated lands authorized for title transfer by the Wellton-Mohawk Transfer Act of 2000 (Public Law 106-221). Section 5 of Public Law 106-221 requires the Secretary of the Interior to report to the Congress on the status of the title transfer by July 1, 2000, if the title transfer has not occurred by that date. As you know, this legislation was enacted only 7 working days prior to the reporting deadline, thus making it impossible for us to comply with this requirement.

Public Law 106-221 and the July 10, 1998, *Memorandum of Agreement between the Bureau of Reclamation and the Wellton-Mohawk Irrigation and Drainage District for the Transfer of Title to Works, Facilities, and Lands in the Wellton-Mohawk Division of the Gila Project, Arizona*, require that a significant number of steps, before title can be transferred. These steps include compliance with the National Environmental Policy Act and other Federal environmental laws, identification and appraisal of lands that should be transferred, and implementation of a public participation process.

Reclamation and the District will soon begin work on the environmental compliance document, realty transactions, public participation process, and other required activities. The Secretary will provide the Congress with a mid-course report on the progress of this title transfer at the earliest possible date. In the mean time, if you need additional information, please call me at (202) 208-4157.

be completed Sincerely,

SGD ELUID L. MARTINEZ

Eluid L. Martinez
Commissioner

Identical Letter sent to:

Honorable Don Young
Chairman
Committee on Resources
House of Representatives
Washington, DC 20515

cc: Honorable Jeff Bingaman
Ranking Minority Member
Committee on Energy and Natural Resources
United States Senate
Washington, DC 20510

Honorable George Miller
Ranking Minority Member
Committee on Resources
House of Representatives
Washington, DC 20515

Honorable Jon Kyl
United States Senate
Washington, DC 20510

Honorable John McCain
United States Senate
Washington, DC 20510

Honorable Ed Pastor
House of Representatives
Washington, DC 20515

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