UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

GILA PROJECT

Contract with Gila Project Contractors for the Transfer of
Operation and Maintenance of the Gila Gravity Main Canal

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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

GILA PROJECT

Contract No. 2-07-30-W0026

Contract with Gila Project Contractors for the Transfer of
Operation and Maintenance of the Gila Gravity Main Canal

Preamble

1. THIS CONTRACT, made this 16th day of June, 1952,
pursuant to the act of Congress approved June 17, 1902 (32 Stat. 388), and
acts amendatory thereof, or supplementary thereto, particularly the Act of
August 13, 1914 (38 Stat. 686), between the UNITED STATES OF AMERICA,
hereinafter referred to as the "United States," represented by the officer
executing this contract, hereinafter referred to as "Contracting Officer,"
and the NORTH GILA VALLEY IRRIGATION DISTRICT, the WELLTON-MOHAWK IRRIGATION
AND DRAINAGE DISTRICT, the YUMA IRRIGATION DISTRICT, the YUMA MESA IRRIGATION
AND DRAINAGE DISTRICT, and the UNIT B IRRIGATION AND DRAINAGE DISTRICT, all
created, organized, and existing under and by virtue of the laws of the State
of Arizona, hereinafter referred to as "Contractors."

Explanatory Recitals

2. WHEREAS, the United States has constructed certain works in the
State of Arizona known as and designated as the Gila Project; and

WHEREAS, the Gila Gravity Main Canal, the main conveyance facility
for the Gila Project, has been operated and maintained by the United States
since the canal was completed in 1939; and
WHEREAS, the Contractors and the United States desire to enter into a contract providing, among other things, that the Contractors will assume the operation and maintenance of the Gila Gravity Main Canal;

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

Definitions

3. When used herein, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, the term:

(a) "Secretary" or "Contracting Officer" shall mean the Secretary of the Interior of the United States, or his duly authorized representative.

(b) "Transferred works" shall mean the Gila Gravity Main Canal and works appurtenant thereto, including but not limited to drains 1, 1A, 2, and 3, and excluding the headworks, the desilting works, and the diversion works (see Exhibit A).

(c) "Administrative Board" shall mean the Gila Gravity Main Administrative Board, organized by the Contractors pursuant to the operating agreement hereinafter referred to in Article 5.

Contract Purpose

4. The provisions of this contract are applicable to the operation and maintenance of the transferred works only.

Operating Agreement

5. Before the provisions of this contract become effective and the transfer of operation and maintenance of the Gila Gravity Main Canal is accomplished, the Contractors will enter into an operating agreement which will specify how the operation and maintenance of the transferred works will be performed and delineate each entity's specific responsibility therefor. After its execution, the operating agreement will be submitted to the
Contracting Officer for approval. Upon the approval of the Contracting Officer, the operating agreement shall be in full force and effect. No material changes shall be made in the operating agreement without written consent of the Contracting Officer.

Title to Remain in the United States

6. Title to the transferred works and facilities hereafter constructed on the transferred works shall be and remain in the United States until otherwise provided by Congress, notwithstanding transfer of the care, operation, and maintenance of said works to the Contractors.

Transfer of Operation and Maintenance of the Gila Gravity Main Canal and Transfer of Plant, Equipment, and Supplies

7. (a) Upon execution of this contract and approval of the Contractors' operating agreement by the Contracting Officer, the United States shall transfer to the Contractors and the Contractors shall assume the responsibility for and pay all of the costs of operation and maintenance of the transferred works.

(b) Title to United States owned movable plant, equipment, and supplies which are available and useful in the operation and maintenance of the transferred works shall be transferred to the Contractors upon payment by the Contractors to the United States of the depreciated value of the said transferred plant, equipment, and supplies as listed on the accounts of the United States. The Contractors shall have access to said accounts for the purpose of verifying said values.
(c) All other materials, supplies and equipment purchased for the operation and maintenance program of the Contractors, the value of which has been charged to expense or operating accounts of the United States, shall become the property of the Contractors upon transfer of the operation and maintenance of the transferred works.

**Operation and Maintenance of Transferred Works**

8. (a) The Contractors shall at their expense care for, operate, and maintain the transferred works in full compliance with the terms of this contract, and in such manner that the transferred works will remain in good and efficient condition to perform the carriage and distribution of water as well and effectively as on the date of such transfer to the Contractors.

(b) The Contractors shall at their expense promptly make any and all repairs or correct any deficiency to the transferred works which are necessary for proper care, operation and maintenance in accordance with subarticle 8(a). In case of neglect or failure of the Contractors to commence such repairs within sixty (60) days following written notification from the Contracting Officer, and to complete such repairs within a reasonable time, the Contracting Officer may cause the repairs to be made. The Contracting Officer shall determine each Contractor's share of such repair costs based on the Contractor's capacity in the repaired feature or features and each Contractor shall reimburse the United States for such repair costs according to a repayment schedule prepared by the Contracting Officer after consultation with the Contractors.
(c) If the United States provides assistance to the Contractors at the request of the Administrative Board by furnishing personnel, materials, tools, and equipment to cope with emergencies or extraordinary conditions which may arise in the operation and maintenance of the transferred works, the Contractors shall within sixty (60) days of receipt of a properly itemized bill, reimburse the United States for all reasonable costs incurred in rendering assistance. The costs shall be determined on the basis of charges or rates currently being experienced by the United States in its own operations and shall include not to exceed 15 percent thereof for administrative and general expenses.

(d) If the United States provides assistance to one of the parties hereto by furnishing personnel, materials, tools, and equipment to cope with emergencies or extraordinary conditions which may arise in the operation and maintenance of works operated by the party other than the transferred works, the party requesting assistance shall, within sixty (60) days of receipt of a properly itemized bill, reimburse the United States for all reasonable costs incurred in rendering assistance. The costs shall be determined on the basis of charges or rates currently being experienced by the United States in its own operations and shall include not to exceed 15 percent thereof for administrative and general expenses.

(e) No substantial change shall be made by the Contractors in the transferred works without first obtaining the written consent of the
Contracting Officer. The request for said change shall be made in writing and include a detailed design of the contemplated work. If the Contracting Officer does not reject such change within sixty (60) days, the Contractors may proceed with the work. Substantial change is defined herein as major relocations or changes in structures and facilities.

(f) The Contractors shall hold the United States, its officers, agents and employees, harmless from every claim for damages to persons or property, direct or indirect, and of whatever nature which may in any manner arise out of the care, operation and maintenance of the transferred works.

(g) In the event the Contractors are found to be operating the transferred works or any part thereof in violation of this contract, or after expiration of the sixty (60) day notice period provided for in subarticle 8(b), then at the election of the Contracting Officer the United States may take over from the Contractors, the care, operation, and maintenance of such transferred works by giving written notice to the Contractors of such election and the effective date thereof. Thereafter, during the period of operation by the United States, the Contractors shall pay in advance to the United States the cost of operation and maintenance of such works, including supervision and administrative expense, in accordance with the provisions of their separate existing contracts with the United States. Operation and maintenance of such works shall be retransferred to the Contractors when the
Contracting Officer determines that the situation which occasioned the assumption of operation and maintenance by the United States has been satisfactorily corrected.

(h) The obligation of the Contractors to pay the United States as provided for in subarticles 8(c) and 9(b) is a general obligation of the Contractors notwithstanding the manner in which the obligation may be distributed among the Contractors and notwithstanding the default of individual Contractors in their obligation to the Administrative Board. The obligation of a party to pay the United States as provided for in subarticles 8(b) and 8(d) is a general obligation of the party notwithstanding the manner in which the obligation may be distributed among the party's water users and notwithstanding the default of individual water users in their obligation to the party.

(i) The Contractors shall pay a late payment charge on installments or charges which are received after the due date. The late payment charge percentage rate calculated by the Department of the Treasury and published quarterly in the Federal Register shall be used; Provided, That the late payment charge percentage rate will not be less than 0.5 percent per month. The late payment charge percentage rate applied on an overdue payment will remain in effect until payment is received or a different rate is published. The late payment rate for a 30-day period will be determined on the day immediately following the due date and will be applied to the overdue payment.
for any portion of the 30-day period of delinquency. In the case of partial late payments, the amount received will first be applied to the late charge or the principal and then to payment of the principal. The Treasury rate will only apply to late payments due under this contract.

(j) The payment of charges becoming due hereunder is a condition precedent to receiving benefits under this contract. No water will be made available to the Contractors through the transferred works during any periods in which the Contractors are in arrears for more than 12 months in the payment of charges due the United States under subarticles 8(c) and 9(b). No water will be made available to a party through the transferred works during any periods in which the party is in arrears for more than 12 months in the payment of charges due the United States under subarticles 8(b) and 8(d).

(k) In the event that a party is in arrears for more than 12 months in the payment of any charges due the Administrative Board, the Administrative Board may request, in a written notice to the Contracting Officer, that delivery of water to the party be suspended. If the Contracting Officer agrees to the suspension, no water shall be made available to the party through the transferred works. During such time of suspension, the Administrative Board shall have authority to take whatever measures are necessary to ensure that the party receives no water through the transferred works. The Administrative Board shall promptly inform the Contracting Officer by written notice at such time the party is no longer in arrears as heretofore defined.
9. (a) The Contracting Officer with the Contractors may, from time to time, make reviews of operation and maintenance of the transferred works with a view to assisting the Contractors in determining the condition of facilities and the adequacy of the operation and maintenance program. This review may include any or all of the transferred works constructed by the United States and transferred to the Contractors hereunder, or facilities constructed by the Contractors on the transferred works. A report of the review, including recommendations, if any, will be prepared and copies will be furnished to the Contractors. Except for such participation by the Contractors as they may desire, the review will be without cost to the Contractors.

(b) If deemed necessary by the Contracting Officer or requested by the Contractors, special inspections of the transferred works and of the Contractors' books and records thereto may be made to ascertain the extent of any operation and maintenance deficiencies, to determine the remedial measures required for their correction, and to assist the Contractors in solving specific problems. Any special inspection or audit shall, except in a case of emergency, be made after written notice to the Contractors. The actual cost thereof shall be paid by the Contractors to the United States if such inspection or audit is requested by the Contractors or if such inspection or audit indicates significant operation and maintenance deficiencies as determined by the Contracting Officer.
Reserve Fund

10. The Contractors will continue to maintain reserve funds in accordance with the requirements of their separate existing contracts with the United States. The Contracting Officer may authorize use of said funds for the operation and maintenance of the transferred works during periods of special stress, such as may be caused by drought, hurricane, storms or other like emergencies.

Rules, Regulations, and Determinations

11. Where the terms of this contract provide for action to be based upon the opinion or determination of either party to this contract, whether or not stated to be conclusive, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. In the event that the Contractors question any factual determination made by the Contracting Officer, such determination shall at Contractors' request be reviewed by the Secretary. The Secretary shall consult with the Contractors before making such decision which upon being made shall be binding upon the parties.

Quality of Water

12. The United States and Contractors do not warrant the quality of water and are under no obligation to construct or furnish waste treatment facilities to maintain or better the quality of water.
Equal Opportunity Clause

13. During the performance of this contract, the Contractors agree as follows:

(a) The Contractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractors will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractors will, in all solicitations or advertisements for employees placed by or on behalf of the Contractors, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

(c) The Contractors will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Contracting Officer, advising said labor union or workers' representative of the Contractors' commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractors will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Contractors will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the Contracting Officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Contractors' noncompliance with the nondiscrimination clauses of this contract or with any of the such rules, regulations, or orders, this contract may be canceled, terminated, or
suspended, in whole or in part, and the Contractors may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractors will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The Contractors will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractors become involved in, or are threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractors may request the United States to enter into such litigation to protect the interests of the United States.

**Title VI, Civil Rights Act of 1964**

14. (a) The Contractors agree that they will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241), and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 FR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractors receive financial assistance from the United States and hereby give assurance that they will immediately take any measures to effectuate this agreement.

(b) If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Contractors by the United States, this assurance obligates the Contractors, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Contractors for the period during which they retain ownership or possession of the property. In all other cases, this assurance obligates the Contractors for the period during which the Federal financial assistance is extended to them by the United States.
Books, Records, and Reports

15. The Contractors shall establish and maintain accounts and other books and records pertaining to changes in transferred works and to other matters relating to the operation and maintenance of the transferred works as the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as he may require. Subject to applicable Federal laws and regulations, each party shall have the right during office hours to examine and make copies of each other's books and records relating to matters covered by this contract.

Notices

16. Any notice, demand, or request authorized or required by this contract shall be deemed to have been given, on behalf of the Contractors, when mailed, postage prepaid, or delivered to the Regional Director, Lower Colorado Region, Bureau of Reclamation, P.O. Box 427, Boulder City, Nevada 89005, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Contractors as follows:

(a) North Gila Valley Irrigation District, 2260 Fourth Avenue, Suite 2000, Yuma, Arizona 85364
(b) Wellton-Mohawk Irrigation and Drainage District, Route 1, Box 19, Wellton, Arizona 85356
(c) Yuma Irrigation District, 2260 Fourth Avenue, Suite 2000, Yuma, Arizona 85364
1. (d) Yuma Mesa Irrigation and Drainage District, 14329 South Fourth Avenue Extension, Yuma, Arizona 85364
2. (e) Unit B Irrigation and Drainage District, Route 1, Box 31M, Somerton, Arizona 85350
3. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.
4. Assignment Limited—Successors and Assigns Obligated
5. 17. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any part of interest therein shall be valid until approved by the Contracting Officer.
6. Officials Not to Benefit
7. 18. (a) No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom. This restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.
8. (b) No official of the Contractors shall receive any benefit that may arise by reason of this contract other than as a landowner receiving water delivered by the transferred works and in the same manner as other landowners receiving water delivered by the transferred works.
9. Contingent on Appropriation or Allotment of Funds
10. 19. The expenditure or advance of any money or the performance of any work by the United States hereunder which may require appropriation of money by the Congress or the allotment of funds shall be contingent upon such appropriation or allotment being made. The failure of the Congress to appropriate funds or the absence of any allotment of funds shall not relieve
the Contractors from any obligations under this contract. No liability shall accrue to the United States in case such funds are not appropriated or allotted.

Administration of Lands for Transferred Works

20. The lands and rights-of-way acquired and needed by the United States for the purposes of care, operation, and maintenance of transferred works may be used by the Contractors for such purposes. With regard to the lands for the transferred works, the Contractors shall not, except with prior written permission from the Contracting Officer, issue rights-of-way, issue land rights, or issue leases, licenses, permits, or special use agreements involving land, rights-of-way, or transferred works. Unless otherwise provided, all such land use instruments shall only be issued by the Contracting Officer.
IN WITNESS WHEREOF, the parties hereto have caused this contract No. 2-07-30-W0026, to be duly executed the date and year above written.

UNITED STATES OF AMERICA

By: 
Regional Director
Lower Colorado Region
Bureau of Reclamation

NORTH GILA VALLEY IRRIGATION DISTRICT

Attest: 
Secretary

By: 
President

WELLTON-MOHAWK IRRIGATION AND DRAINAGE DISTRICT

Attest: 
Secretary

By: 
President

YUMA IRRIGATION DISTRICT

Attest: 
Secretary

By: 
President

YUMA MESA IRRIGATION AND DRAINAGE DISTRICT

Attest: 
Secretary

By: 
President

UNIT B IRRIGATION AND DRAINAGE DISTRICT

Attest: 
Secretary

By: 
President
NORTH GILA VALLEY IRRIGATION DISTRICT

District Approval of Revised 2/19/82 Draft "Gila Gravity Main Canal Operation and Maintenance Transfer Contract"

WHEREAS, the Bureau of Reclamation has asked the five (5) irrigation districts, having common usage in the Gila Gravity Main Canal (GGMC), to assume O&M responsibility for the works, and

WHEREAS, said districts have mutually consented to this transfer of O&M responsibility, and

WHEREAS, the 2/19/82 draft of the Transfer Contract has been reviewed and found acceptable.

NOW, THEREFORE, BE IT RESOLVED, that the February 19, 1982 contract draft is approved as to form and the President is hereby authorized to execute on behalf of the District.

Adopted this 9th day of March, 1982, by the Board of Directors of the North Gila Valley Irrigation District.

J. V. Ferguson, President

March 9, 1982

ATTEST:

Maxine Thompson, Secretary
WELLTON-MOHAWK IRRIGATION AND DRAINAGE DISTRICT
WELLTON, ARIZONA

RESOLUTION NO. 537-82

District approval of Revised 2/19/82 Draft "Gila Gravity Main Canal Operation and Maintenance Transfer Contract"

WHEREAS, the Bureau of Reclamation has asked the five (5) irrigation districts, having common usage in the Gila Gravity Main Canal (GGMC), to assume O&M responsibility for the works, and

WHEREAS, said districts have mutually consented to this transfer of O&M responsibility, and

WHEREAS, the 2/19/82 draft of the Transfer Contract has been reviewed and found acceptable.

NOW THEREFORE BE IT RESOLVED, that the February 19, 1982 contract draft is approved as to form and the President is hereby authorized to execute on behalf of the District.

Adopted this 2nd day of March 1982 by the Board of Directors of the Wellton-Mohawk Irrigation and Drainage District.

R. F. Woodhouse, President

March 2, 1982

ATTEST:

C. L. Gould, Secretary
RESOLUTION

RESOLVED, that the form and content of that certain Contract with Gila Project Contractors for the transfer of Operation and Maintenance of the Gila Gravity Main Canal, revised February 19, 1982, between the United States of America and North Gila Valley Irrigation District, Wellton Mohawk Irrigation & Drainage District, Yuma Irrigation District, Yuma Mesa Irrigation & Drainage District, and Unit B Irrigation & Drainage District be, and the same hereby are, accepted and approved;

RESOLVED FURTHER, that the President, C. M. Harvey, and the Secretary, Maxine Thompson, be, and they hereby are, authorized and empowered to execute the same for and on behalf of Yuma Irrigation District.

* * * * * * * *

The undersigned, Secretary of Yuma Irrigation District, hereby certifies that the foregoing is a true and exact copy of a Resolution unanimously adopted by the Board of Directors at its regular meeting on March 11, 1982, at which all members were present.

I further certify that the said Resolution has not been amended, rescinded or revoked, and is still in full force and effect.

DATED: 3-22-82

[Signature]
Secretary
Yuma Irrigation District
RESOLUTION

BE IT RESOLVED by the Board of Directors of the Yuma Mesa Irrigation and Drainage District that they do approve of the draft form as revised on February 19, 1982 entitled "Contract with Gila Project Contractors for the Transfer of Operation and Maintenance of the Gila Gravity Main Canal."

BE IT FURTHER RESOLVED that the Board of Directors will sign the afore mentioned contract, as revised dated February 2nd 1982, after the Bureau of Reclamation has officially approved and signed the contract without further changes or additions.

CERTIFICATE

I, [Signature], the duly appointed Executive Secretary of the Yuma Mesa Irrigation and Drainage District, do hereby certify that the foregoing resolution was duly adopted by the Board of Directors of the Yuma Mesa Irrigation and Drainage District on April 6th, 1982 at said District's regular monthly meeting.

Dated this 12th day of April, 1982
District approval of Revised 2/19/82 Draft "Gila Gravity Main Canal Operation and Maintenance Transfer Contract"

WHEREAS, the Bureau of Reclamation has asked the five (5) irrigation districts, having common usage in the Gila Gravity Main Canal (GGMC), to assume O&M responsibility for the works, and

WHEREAS, said districts have mutually consented to this transfer of O&M responsibility, and

WHEREAS, the 2/19/82 draft of the Transfer Contract has been reviewed and found acceptable.

NOW, THEREFORE, BE IT RESOLVED, that the February 19, 1982, contract draft is approved as to form and the President is hereby authorized to execute on behalf of the District.

Adopted this 2nd day of March, 1982, by the Board of Directors of the Unit B Irrigation and Drainage District.

David Roddick, President

Date

March 2, 1982

ATTEST:
OPERATION AND MAINTENANCE AGREEMENT
FOR MANAGEMENT OF THE
GILA GRAVITY MAIN CANAL SYSTEM
AND THE ASSOCIATED DRAINAGE WORKS

I. INTRODUCTION

This document is to fulfill a requirement providing an Operation and Maintenance Agreement among the Gila Project Contractors for the purpose of entering into a contract with the United States for the transfer of Operation and Maintenance of the Gila Gravity Main Canal System.

THIS AGREEMENT, made this 6th day of October, 1981, is entered into by the WELLTON-MOHAWK IRRIGATION AND DRAINAGE DISTRICT (WMIDD), YUMA MESA IRRIGATION AND DRAINAGE DISTRICT (YMIDD), YUMA IRRIGATION DISTRICT (YID), NORTH GILA VALLEY IRRIGATION DISTRICT (NORTH GILA), UNIT B IRRIGATION AND DRAINAGE DISTRICT (UNIT B), and concurred with by UNITED STATES BUREAU OF RECLAMATION (USBR), and will become an adjunct part of the transfer contract between the United States and the Contractors.

II. GENERAL

The Gila Project Contractors, as a composite group, plan to operate and maintain the 20-mile Gila Gravity Main Canal deliver system as a jointly administered project.

Operation and Planning will be conducted by a board consisting of one (1) appointed representative or the (1) appointed
alternate from each of the five (5) separate districts and will be identified as the GGM Administrative Board.

Operation and Maintenance responsibility will be delegated by the Administrative Board and will encompass the GGM canal system from Station 12+62.22 (the Imperial Dam Diversion) to Station 1101+22 (the end of the canal). (USBR R/W Dwg. 50-303-5019)

In addition, four (4) drainage canals, No. 1, 1-A, 2 and 3 also constitute part of the system works. (See USBR Map No. 423-303-1567 Drainage Facilities).

III. GGM ADMINISTRATIVE BOARD

a) One representative and one alternate from each district will be selected by the Board of Directors of said districts as members of the Administrative Board.

b) The five (5) man board will represent each of their respective districts on the basis of one vote per member.

c) A Chairman shall be elected at the beginning of each calendar year and a Secretary, who will also act as Vice-Chairman in event of the Chairman's absence.

d) Meetings will be conducted once each month
and/or as necessary to conduct the required business. The Secretary will be custodian of the official minutes for the organization.

IV. OPERATION OF GILA GRAVITY MAIN SYSTEM

a) The Yuma Mesa district will act as the Watermaster for operation of the canal system. This will require coordination of water orders and provision for delivery as required.

b) Daily inspection and patrol of the system will be made to assure the safety of the works as well as the integrity of the system. Reports and records will be kept as required. Needed maintenance work will be called to the attention of Wellton-Mohawk for scheduling.

c) Detailed procedures for the operation of the system will be developed by the Administrative Board and revised periodically as required. Responsibility for allocation of quantities of water delivery shall remain with the USBR and shall be based on contractual rights, water orders on the master schedule and water availability.
V. ROAD MAINTENANCE

a) Routine road maintenance will be jointly shared by Yuma Mesa and the Yuma Irrigation districts.

b) Road work which may exceed work at the routine level may require a greater equipment base than available in which case the Administrative Board will call on other districts for assistance or use outside services as required.

VI. WORKS AND STRUCTURE MAINTENANCE

a) Wellton-Mohawk will assume responsibility for maintenance of all constructed works and structures.

b) Special conditions requiring attention other than routine maintenance will be reported by the patrolman making daily inspections.

c) In event that equipment and manpower needs may exceed that which are available, the Administrative Board will call on other districts for assistance or use outside services as required.

VII. CANAL AND DRAINAGE SYSTEM MAINTENANCE

a) Wellton-Mohawk will assume responsibility for maintenance of the canal and drainage system which will consist of demossing, dragline...
excavation, rip-rap work, weed control and other work necessary to maintain the flow capacity and integrity of the GGM canal and drainage canals No. 1, 1-A, 2 and 3.

b) In event that equipment and manpower needs may exceed that which is available, the Administrative Board will call on other districts for assistance or use outside services as required.

VIII. MAINTENANCE - ANNUAL DRYUPS

a) Maintenance conducted during the annual dryups may require the joint efforts of all districts as well as outside services.

b) Planning and execution of the annual maintenance operation will be by direction of the Administrative Board with work being accomplished under Wellton-Mohawk supervision.

IX. LIABILITY INSURANCE

a) Insurance coverage required to provide liability protection will be provided by a separate policy procured and approved by the Administrative Board.

b) The upper limit of the blanket coverage will
be a minimum of $500,000 with additional limits based on pricing, availability and the discretion of the Administrative Board.

c) Costs for this policy will be prorated by formula as detailed in the accounting section under Administration and General Expenses (Exhibit A).

X. ACCOUNTING RESPONSIBILITY

a) Wellton-Mohawk will be responsible for the accounting records which will be kept under a separate set of account numbers.

b) Costs will be accumulated, charges will be reconciled and statements issued to each district on June 30th and December 31st of each calendar year, and are due on receipt and delinquent 45 days thereafter.

c) Cost proration will be by formula as has been the practice with the USBR during the past years. The percentages are delineated on the attached Cost Distribution identified as Exhibit A.

d) Each district which does work and makes charges on the GGM canal system, upon Administrative Board approval, will use their current labor
and equipment rates plus the appropriate markup for administrative overhead to cover the work done. These labor and equipment rates will be subject to periodic Administrative Board review.

e) Accumulated charges will be forwarded to Wellton-Mohawk no less frequent than once each week for posting in the books.

f) A monthly reconciliation will be published for review by the Administrative Board during the monthly meeting.

g) Accounting costs, insurance costs and any other general costs will be prorated by percentage distribution as listed under the category Administration and General Expense (Exhibit A).

h) Annually, the record of accounting will be audited with a copy of the report being forwarded to each district upon completion.

XI. EQUIPMENT

a) Equipment used on any operation or maintenance work associated with the GGM canal system will be supplied by the individual district involved in the work. Charges for the use of the equipment will be the standard rates set for all
other routine district work. These equipment rates will be subject to periodic Administrative Board review.

XII. COOPERATION WITH UNITED STATES BUREAU OF RECLAMATION

a) All activities associated with the Operation and Maintenance of the GGM Canal System will be coordinated with the USBR as required, as well as the entity responsible for the operation of Imperial Dam.

b) USBR will have the option of attending all meetings of the Administrative Board and may be requested to attend if deemed necessary by the Board.

c) During time of emergency or extreme need, USBR may be requested to render assistance either in the form of equipment use or both equipment and operators.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed this date and year above written.

UNITED STATES OF AMERICA

Concurrence:

By

Regional Director
Lower Colorado Region
United States Bureau of Reclamation
ATTEST:

NORTH GILA VALLEY IRRIGATION DISTRICT
By James W. Ferguson
President

WELLTON-MOJAWK IRRIGATION AND DRAINAGE DISTRICT
By J. R. Haskell
President

YUMA IRRIGATION DISTRICT
By E. L. Freeman
President

YUMA-MESA IRRIGATION & DRAINAGE DISTRICT
By E. L. Freeman
President

UNIT B IRRIGATION & DRAINAGE DISTRICT
By D. W. Freeman
President
## OPERATION & MAINTENANCE

### COST DISTRIBUTION

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<th>NTENANCE</th>
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<th>North Gila</th>
<th>South Gila</th>
<th>WMI&amp;DD</th>
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| rent Percentage of total charge | 0.04778  | 0.01421  | 0.01630  | 0.10754 | 0.00995   | 0.19570       |
| used percentage rated to districts | 0.24405  | 0.07258  | 0.08326  | 0.54929 | 0.05082   | 1.00000       |