Supplemental Contract for Delivery of Water

1. THIS SUPPLEMENTAL CONTRACT, made this 3rd day of January, nineteen hundred forty-four, pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, all of which acts are commonly known and referred to as the Reclamation Law, and particularly pursuant to the Act of Congress approved December 21, 1928 (45 Stat. 1057), designated the Boulder Canyon Project Act, and acts amendatory thereof or supplementary thereto, between THE UNITED STATES OF AMERICA (hereinafter referred to as "United States"), acting for this purpose by Harold L. Ickes, Secretary of the Interior (hereinafter styled "Secretary"), and STATE OF NEVADA, a body politic and corporate, and its Colorado River Commission (said Commission acting in the name of the State, but as principal in its own behalf as well as in behalf of the State; the term State as used in this supplemental contract being deemed to be both the State of Nevada and its Colorado River Commission), acting in pursuance of an act of the Legislature of the State of Nevada, entitled "An Act creating a commission to be known as the Colorado river commission of Nevada, defining its powers and duties, and making an appropriation for the expenses thereof, and repealing all acts and parts of acts in conflict with this act," approved March 20, 1935 (Chapter 71, Stats. of Nevada, 1935);

WITNESSETH:
Explanatory Recitals

2. WHEREAS, under date of March 30, 1942, the parties hereto entered into a contract providing, among other things, for the delivery of water to the State each year, from storage in Lake Mead, subject to the availability thereof for use in Nevada under the provisions of the Colorado River Compact and the Boulder Canyon Project Act, so much water as may be necessary to supply the State a total quantity not to exceed One Hundred Thousand (100,000) acre-feet each calendar year, and it is now desired to amend said contract so as to provide for the delivery each calendar year of not to exceed an additional 200,000 acre-feet of water to the State;

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

   Delivery of Water by the United States

4. Article 5 (a) of the aforesaid contract of date March 30, 1942, is hereby amended to read as follows:

"Subject to the availability thereof for use in Nevada under the provisions of the Colorado River Compact and the Boulder Canyon Project Act, the United States shall, from storage in Lake Mead, deliver to the State each year at a point or points to be selected by the State and approved by the Secretary, so much water, including all other waters diverted for use within the State of Nevada from the Colorado River system, as may be necessary to supply the State a total quantity not to exceed Three Hundred Thousand (300,000) acre-feet each calendar year. Said water may be used only within the State of Nevada, exclusively for irrigation, household, stock, municipal, mining, milling, industrial, and other like purposes, but shall not be used for the generation of electric power."
Modification of Prior Contract

5. Except as expressly herein amended, the aforesaid contract of date March 30, 1942, shall be and remain in full force and effect.

Effective Date of Supplemental Contract

6. This supplemental contract shall be of full force and effect immediately upon its execution for and on behalf of the United States.

Officials not to Benefit

7. 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, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

In WITNESS WHEREOF, the parties hereto have caused this supplemental contract to be executed the day and year first above written.

THE UNITED STATES OF AMERICA

By

SECRETARY OF THE INTERIOR

[Signature]

STATE OF NEVADA, acting by and through its Colorado River Commission

By

CHAIRMAN

[Signature]

COLORADO RIVER COMMISSION OF NEVADA

By

CHAIRMAN

[Signature]

Attest:

[Signature]

Secretary

Attest:

[Signature]

Secretary

Ratified and approved this 3rd day of January, 1942

[Signature]

GOVERNOR OF THE STATE OF NEVADA

Attest:

[Signature]

SECRETARY OF STATE

Approved as to form:

[Signature]

ATTORNEY GENERAL OF NEVADA
CERTIFIED COPY OF RESOLUTION AUTHORIZING EXECUTION
OF CONTRACT

I, ALFRED MERRITT SMITH, the duly elected, qualified, acting and authorized Secretary of the Colorado River Commission of Nevada, do hereby certify that the following is a true and correct copy of a resolution duly passed on December 23, 1943, by the unanimous vote of the Colorado River Commission of Nevada, and appearing in the minutes of the meeting of said Commission held on that date:

WHEREAS, pursuant to the provisions of the Act of the legislature of the State of Nevada entitled "An Act creating a commission to be known as the Colorado River Commission of Nevada, defining its powers and duties, and making an appropriation for the expenses thereof, and repealing all acts and parts of acts in conflict with this Act," approved March 20, 1935, (Chapter 71, Stats. of Nevada, 1935), being Sections 1443.01-1443.17, Nevada Compiled Laws, Supplement 1931-1941, the Colorado River Commission of Nevada is empowered to receive, protect, safeguard and hold in trust for the State of Nevada all water and water rights, and all other rights, interests or benefits in and to the waters of the Colorado River, and

WHEREAS, the State of Nevada is desirous of entering into a supplemental contract with the United States of America for the delivery to it of water from Lake Mead, now, therefore,

BE IT RESOLVED that the proposed contract for the delivery of water between the United States of America, acting by the Secretary of the Interior, and the State of Nevada, a body politic and corporate, and its Colorado River Commission, said Commission acting in the name of the state, but as principal in its own behalf as well as in behalf of the State of Nevada, which proposed contract bears date of January 3, 1944, be and the same is hereby approved by the Commission; and

BE IT FURTHER RESOLVED that the Chairman and Secretary of the Commission be and they hereby are authorized to execute and sign the said contract between the United States and the state, both acting as aforesaid.

Dated: This 3rd day of January, 1944.

Alfred Merritt Smith
Secretary of the Colorado River Commission of Nevada
CERTIFICATE OF THE SECRETARY OF STATE

I, MALCOLM McZACHIN, the duly appointed, qualified and acting Secretary of State of the State of Nevada, do hereby certify that Honorable E. P. Carville is now, and was at the time of the execution of that certain contract to which this certificate is attached, concerning the delivery of water from Lake Mead to the State of Nevada, between the Colorado River Commission of the State of Nevada and the United States of America, the duly elected, qualified and acting Governor of the State of Nevada, and, by virtue of said office, was then and is now the Chairman of the Colorado River Commission of Nevada; that Alfred Merritt Smith is now, and was at the time of the execution of said contract, the duly elected, qualified and acting Secretary of the said Colorado River Commission of Nevada; and that the signatures affixed to said contract are the signatures of the said Honorable E. P. Carville, Governor of the State of Nevada and Chairman of the Colorado River Commission of Nevada, and of the said Alfred Merritt Smith, the Secretary of the Colorado River Commission of Nevada.

Dated: This 3rd day of January, 1944.

Malcolm McZachin
Secretary of State of the State of Nevada

By: [Signature]
Deputy