UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

BOULDER CANYON PROJECT

AMENDATORY, SUPPLEMENTARY, AND RESTATING CONTRACT
WITH THE STATE OF NEVADA
FOR THE DELIVERY OF COLORADO RIVER WATER

Table of Contents

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Preamble</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>Explanatory Recitals</td>
<td>1</td>
</tr>
<tr>
<td>3</td>
<td>Amendment of 1942 Contract, as Amended;</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>Certain Contracts Rescinded</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Definitions</td>
<td>4</td>
</tr>
<tr>
<td>5</td>
<td>Delivery of Water by the United States</td>
<td>6</td>
</tr>
<tr>
<td>6</td>
<td>Receipt of Water by the State; Return Flow</td>
<td>7</td>
</tr>
<tr>
<td>7</td>
<td>Measurement of Water and Inspection</td>
<td>8</td>
</tr>
<tr>
<td>8</td>
<td>Books, Records, and Reports</td>
<td>9</td>
</tr>
<tr>
<td>9</td>
<td>Charges Payable to the United States</td>
<td>10</td>
</tr>
<tr>
<td>10</td>
<td>Water Conservation</td>
<td>10</td>
</tr>
<tr>
<td>11</td>
<td>Law Applicable to Irrigation Water</td>
<td>10</td>
</tr>
<tr>
<td>12</td>
<td>Rules, Regulations, and Determinations</td>
<td>11</td>
</tr>
<tr>
<td>13</td>
<td>Priority of Claims of the United States</td>
<td>11</td>
</tr>
<tr>
<td>14</td>
<td>Effect of Waiver of Breach of Contract</td>
<td>11</td>
</tr>
<tr>
<td>15</td>
<td>Remedies Under Contract Not Exclusive</td>
<td>11</td>
</tr>
<tr>
<td>16</td>
<td>Assignment Limited; Successors and Assigns Obligated</td>
<td>12</td>
</tr>
<tr>
<td>17</td>
<td>Notices</td>
<td>12</td>
</tr>
<tr>
<td>18</td>
<td>Contingent on Appropriation or Allotment of Funds</td>
<td>12</td>
</tr>
<tr>
<td>19</td>
<td>Officials Not to Benefit</td>
<td>12</td>
</tr>
<tr>
<td>20</td>
<td>Quality of Water</td>
<td>13</td>
</tr>
<tr>
<td>21</td>
<td>Water and Air Pollution Control</td>
<td>13</td>
</tr>
<tr>
<td>22</td>
<td>Releases and Indemnification</td>
<td>13</td>
</tr>
<tr>
<td>23</td>
<td>Uncontrollable Forces</td>
<td>13</td>
</tr>
<tr>
<td>24</td>
<td>Equal Opportunity</td>
<td>14</td>
</tr>
<tr>
<td>25</td>
<td>Compliance with Civil Rights Laws and Regulations</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Signatory Page</td>
<td>16</td>
</tr>
</tbody>
</table>
1. This Contract, effective this 2nd day of March, 1992 ("Effective Date"), is made 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 Reclamation law, and particularly the Act of Congress approved December 21, 1928 (45 Stat. 1057), and acts amendatory thereof or supplementary thereto, hereinafter collectively referred to as the "Boulder Canyon Project Act," Reclamation Regulations as herein defined, and the Independent Appropriations Act of September 13, 1983 (96 Stat. 1051), among the UNITED STATES OF AMERICA, hereinafter referred to as the "United States," acting for this purpose through the Secretary of the Interior; and the State of Nevada and its COLORADO RIVER COMMISSION, hereinafter referred to as the "Commission," said Commission acting in the name of the State of Nevada but as principal in its own behalf as well as in behalf of the State of Nevada; the term "State" as used in this Contract shall mean both the State of Nevada and its Commission;

WITNESSETH THAT:

Explanatory Recitals

2. (a) WHEREAS, for the purpose of controlling floods, improving navigation, regulating the flow of the Colorado River, and providing for storage and for the delivery of
stored waters for the reclamation of public land and other beneficial uses exclusively within the
United States, the Secretary of the Interior, acting under and in pursuance of the provisions of
the Colorado River Compact and the Boulder Canyon Project Act and acts amendatory thereof
or supplementary thereto, has constructed and is now operating and maintaining in the
mainstream of the Colorado River at Black Canyon that certain structure known as and
designated Hoover Dam and incidental works, creating thereby a reservoir designated
Lake Mead; and

(b) WHEREAS, the Boulder Canyon Project Act provides, among other things,
that the Secretary of the Interior may contract, under such general rules and regulations as the
Secretary of the Interior may prescribe, for the storage of water in Lake Mead and for the
delivery of such water at such points on the Colorado River as may be agreed upon for irrigation
and domestic uses, and said Act provides further that no person shall have or be entitled to have
the use for any purpose of the water stored as aforesaid except by contract made as therein
stated; and

(c) WHEREAS, by Contract dated March 30, 1942, as amended by the
Amendatory and Supplementary Contract No. 4-07-30-W0041, dated November 8, 1983,
hereinafter referred to as the "1942 Contract" between the United States and the State, the
United States agreed, subject to the provisions of said 1942 Contract, to deliver for use in
Nevada: (i) so much water as may be necessary to supply the State a total quantity not to
exceed the State’s 300,000 acre-foot per year apportionment to be used exclusively for irrigation
and domestic use within the State; and (ii) four percent (4%) of any excess or surplus water
determined to be available for use in the Lower Colorado River Basin in Arizona, California,
and Nevada under the Boulder Canyon Project Act, and the Decree in Arizona v. California;
and

(d) WHEREAS, the Supreme court of the United States in its opinion of June 3,
1963, in Arizona v. California et al., 373 U.S. 546, held that the Secretary of the Interior, by
his contracts, including the 1942 Contract, had apportioned the mainstream of the Colorado River in the Lower Colorado River Basin in Arizona, California, and Nevada; and

(e) WHEREAS, the Supreme Court in its Decree in Arizona v. California, entered March 9, 1964, 377 U.S. 340, provided that if sufficient mainstream water is available to satisfy 7,500,000 acre-feet of annual consumptive use in Arizona, California, and Nevada, there shall be apportioned 300,000 acre-feet for use in Nevada; and

(f) WHEREAS, the Supreme Court in said Decree also provided that if sufficient mainstream water is available for use to satisfy annual consumptive use in Arizona, California, and Nevada in excess of 7,500,000 acre-feet, and if the Secretary of the Interior so contracts with the State of Nevada, then four percent (4%) of such surplus shall be apportioned for use in Nevada; and

(g) WHEREAS, the Supreme Court of the United States in its opinion of June 3, 1963, in Arizona v. California et al., 373 U.S. 546, and in its Decree in that case entered March 9, 1964, 376 U.S. 340, provides that Colorado River water shall be released or delivered to water users in Arizona, California, and Nevada only pursuant to valid contracts therefor made with such users by the Secretary of the Interior, and said Decree provides further that consumptive use from the mainstream of the Colorado River within a state shall include all consumptive uses of water of the mainstream, including water drawn from the mainstream by underground pumping; and

(h) WHEREAS, pursuant to the 1942 Contract, the Commission entered into, among other contracts, subcontracts for the delivery of Colorado River water with the Big Bend Water District and Clark County Department of Recreation; and

(i) WHEREAS, the United States, the State, and the Big Bend Water District, based in part upon the Commission's recommendation embodied in its July 29, 1991, Resolution 91-2, desire to execute a water delivery contract among themselves to create a tri-party contractual relationship among the parties; and
WHEREAS, the United States will modify the current lease with the Clark County Department of Recreation to provide for the delivery of Colorado River water to the leased Federal lands from the proposed Secretarial Reservation in Nevada; and

(k) WHEREAS, the United States has adopted the State’s recommendation and is willing to enter into a water delivery contract with the Commission and the Big Bend Water District which, among other things, supersedes the subcontract described in subarticle 2(e) of this Contract;

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

Amendment of 1942 Contract, as Amended; Certain Contracts Rescinded

3. (a) The 1942 Contract for delivery of Colorado River water is hereby amended, supplemented, and restated in its entirety by the provisions of articles 4 to 25, inclusive, of this Amendatory, Supplementary, and Restating Contract. Nothing in this Contract is to be construed in any manner to be in derogation of any right or interest accruing to the State and its Commission by virtue of the 1942 Contract or by virtue of law.

(b) The supplemental contract No. Ilr-1399, dated January 3, 1944, the amendatory contract No. 1-07-30-W0022, dated November 12, 1981, and the amendatory and supplementary contract dated November 8, 1983, are hereby superseded. However, if ever relevant for any purpose, the rights of the State and its Commission shall be deemed to have had their inception as provided in those contracts.

Definitions

4. As used in this Contract, unless the context otherwise requires:

(a) "Consumptive use" shall mean diversions from the mainstream less such return flow thereto as is available for consumptive use in the United States or in satisfaction of the Mexican Water Treaty obligation. Consumptive use from the mainstream within Nevada shall include all consumptive uses of water of the mainstream, including water drawn from the
mainstream by underground pumping, and including, but not limited to, consumptive uses made
by persons, by agencies of the State, and by the United States for the benefit of Indian
reservations and other Federal establishments with Nevada.

(b) "Contract" shall mean this Amendatory, Supplementary, and Restating
Contract.

(c) "Contracting Officer" shall mean the Secretary of the Interior, acting pursuant
to this Contract or applicable Reclamation law or regulation.

(d) "Decree" shall mean the March 9, 1964, Decree of the Supreme Court of the
United States in Arizona v. California et al., 376 U.S. 340, as now issued, including the Court’s
Supplemental Decree, entered January 9, 1979, 439 U.S. 419, amended April 16, 1984,
466 U.S. 144, or as may be further modified.

(e) "Domestic Use" shall mean the use of water for household, stock, municipal,
mining, milling, industrial (including electrical power generation), and other like purposes, but
shall exclude the generation of hydroelectric power.

(f) "Entitlement" shall mean the right to the delivery and use of Colorado River
water for a beneficial use existing under the Decree, a Secretarial Reservation, Federal statutes,
a water delivery contract with the Secretary of the Interior executed pursuant to Federal law, or
a Commission Water User Contract. "Commission Water User Contract" shall mean a
subsidiary contract for the delivery of water between the Commission and a water purveyor or
user executed pursuant to a primary water delivery contract between the United States and the
Commission.

(g) "Irrigation" shall mean the use of Colorado River water for the commercial
production of agricultural crops or livestock, including use of water for other incidental related
uses thereto, on tracts of land operated in units of more than 5 acres.

(h) "Mainstream" shall mean the mainstream of the Colorado River downstream
from Lee Ferry within the United States, including the reservoirs thereon.
"Mexican Water Treaty" shall mean Executive A, Seventy-eighth Congress, second session, a treaty between the United States and the United Mexican States, signed at Washington, D.C., on February 3, 1944, relating to the utilization of the waters of the Colorado River and Tijuana River and of the Rio Grande River from Fort Quitman, Texas, to the Gulf of Mexico, and Executive H, Seventy-eighth Congress, second session, a protocol signed at Washington, D.C., on November 14, 1944, supplementary to the treaty.

"Project" shall mean the Boulder Canyon Project as authorized and constructed pursuant to the Boulder Canyon Project Act of December 21, 1928, as amended and supplemented.

"Secretary" shall mean the Secretary of the Interior, a duly appointed successor, or an authorized representative acting pursuant to any authority of the Secretary and through any agency of the Department of the Interior.

"Subsequent Contract" shall mean any contract for the delivery of any portion of the Colorado River water which is the subject of this Contract, except: (i) contracts made by the United States with Federal entities; (ii) perfected right holders; or (iii) present perfected right holders.

"Subsequent Contractors" shall mean the party or parties who hold the Colorado River Entitlement conveyed by the Subsequent Contract with the United States and/or the Commission.

"Year" shall mean calendar year, unless otherwise designated by the Contracting Officer.

Delivery of Water by the United States

5. (a) 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 deliver to the State each Year from storage in Lake Mead at a point or points to be requested by the State and approved by the Contracting Officer in writing, so much water as may be reasonably
required to satisfy 300,000 acre-feet of annual beneficial Consumptive Use within Nevada for
Irrigation and Domestic Use.

(b) In addition to the water to be delivered to the State pursuant to subarticle (a), the United States shall also deliver for use in Nevada, at points of diversion requested by the State and approved by the Contracting Officer in writing, for the uses set forth in subarticle (a), 4 percent (4%) of any excess or surplus waters determined by the Secretary to be available for use in the states of Arizona, California, and Nevada.

(c) Water agreed to be delivered to the State under this Contract shall be delivered continuously as far as reasonable diligence will permit, but the United States shall not be obligated to deliver water to the State when for any reason, as determined by the Secretary, such delivery would interfere with the use of Hoover Dam or Lake Mead for river regulation, improvement of navigation, flood control, or for the satisfaction of allocations made respecting the State in subdivision D of Division II of the Decree.

(d) The United States reserves the right to temporarily discontinue or reduce the amount of water to be delivered hereunder whenever such discontinuance or reduction is made necessary for purposes of investigations, inspections, replacements, maintenance, or repairs to any works whatsoever affecting, utilized in or, in the opinion of the Contracting Officer, necessary for the delivery of water hereunder, it being understood that so far as feasible the United States will give reasonable notice in advance of such temporary discontinuance or reduction.

(e) This Contract is for permanent service.

Receipt of Water by the State; Return Flow

6. The State shall receive the water to be delivered to it hereunder by the United States at the point or points of delivery established pursuant to in subarticles 5 (a) and (b) hereof, and shall perform all acts required by law in order to maintain control over such water and to secure and maintain its lawful use and proper diversion. The diversion and conveyance of such water
to places of use shall be without expense to the United States. The State may return water to Lake Mead or the Colorado River and receive return flow credits as provided under the Decree, subject to any applicable law respecting the quality of the water.

Measurement of Water and Inspection

7. (a) The water delivered or returned hereunder shall be measured or accounted for at each point of diversion or return flow by totalizing measuring and controlling devices, automatic gauges, or otherwise. These measuring and controlling devices, or automatic gauges, shall be furnished, installed, and maintained in a manner satisfactory to the Contracting Officer, by and at the expense of the State for non-Federal Entitlements, but they shall be and remain at all times under the control of the Contracting Officer. If for any reason any of said measuring or controlling devices are not installed or, if subsequent to their installation, for any reason they fail to operate satisfactorily in the opinion of the Contracting Officer, the Contracting Officer will, from the best information available, determine the amount of water received hereunder by the State. The Contracting Officer shall at all times have a right of access over any land or right-of-way of the State for the purpose of inspecting diversion or return flow facilities, including turnouts, gates, checks, pumps, pipelines, equipment, and appurtenances, and the measuring and controlling devices or automatic gauges.

(b) The Contracting Officer may, from time to time, cause an inspection of the measuring devices to be made for the purpose of determining the accuracy and condition thereof. Such inspection may be made by the Contracting Officer only after written notice thereof to the State. If said measuring devices are found to be defective or inaccurate, the State shall, upon notification thereof by the Contracting Officer, promptly make or cause to be made any and all necessary repairs to, or replacement of, said measuring devices. In case of neglect or failure of the State to make such repairs, the Contracting Officer may cause the repairs to be made and the cost thereof shall be paid by the State within thirty (30) days following receipt of a bill therefor.
8. (a) The State shall maintain a weekly record of water diversions and return flows and make the following full and complete written reports to the Contracting Officer on forms to be approved by or designated and supplied by the Contracting Officer:

(1) At least forty-five (45) days prior to the beginning of each Year or as otherwise reasonably required by the Contracting Officer, the scheduled or projected monthly diversions and return flows of Colorado River water in Nevada for the Year by points of diversion and return, and scheduled or projected monthly Consumptive Use, by user.

(2) By the 10th day of each month or as otherwise reasonably required by the Contracting Officer, a report of the monthly diversions and return flows of all non-Federal diverters by points of diversion and return flow and of monthly Consumptive Use, by user and, by the 20th day of January or as otherwise reasonably required by the Contracting Officer, a report of all diversions and return flows, Consumptive Use, and storage of Colorado River water in ground-water aquifers or other facilities, by user.

(b) The State shall promptly amend the annual water order provided under paragraph (1) whenever the State determines that it can divert and put to beneficial use a quantity of water different than that previously specified in its annual water order or amended annual water order.

(c) The State shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including: the State’s financial transactions; water supply data; project operation; maintenance and replacement logs; project land and right-of-way use agreements; the water user’s land-use (statistical data), landownership, land-leasing and water-use data; and other relevant matters that the Contracting Officer may require. Reports thereon shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require.

(d) The United States shall have free access at all reasonable times to the books
and records of the Commission relating to the diversion, distribution, and return of water
delivered to or diverted by the State hereunder with the right at any time during office hours to
make copies of or from the same.

Charges Payable to the United States

9. The Commission shall pay the following annual charges to the United States pursuant
to the terms and amounts provided for in Subsequent Contracts in Nevada:

(a) A charge of fifty cents ($0.50) per acre-foot of Colorado River water diverted
in the prior Year as provided in Subsequent Contracts, during the Hoover Dam cost repayment
period for credit to the United States for partial repayment for the cost of constructing,
operating, and maintaining Hoover Dam, and following the Hoover Dam cost repayment period,
such charge as may thereafter be prescribed by Congress. Charges shall be made against the
State only for the number of acre-feet of Colorado River water actually diverted by
Subsequent Contractors.

(b) The Commission shall collect and pay over to the United States all fees and
charges due to the United States in the amounts and under the terms and conditions provided in
the Subsequent Contracts.

Water Conservation

10. Water conservation programs acceptable to the Contracting Officer shall be
developed, implemented, and updated according to the terms and conditions for such programs
in the Subsequent Contracts.

Law Applicable to Irrigation Water

11. The parties agree that the delivery of Irrigation water or the use of Federal facilities
pursuant to this Contract is subject to Reclamation law, as amended and supplemented,
including, but not limited to, the Reclamation Reform Act of 1982 (Public Law 97-293). This
article applies only to the delivery and use of Irrigation water under Subsequent Contracts in
Nevada.
12. (a) The parties agree that the delivery of water or the use of Federal facilities pursuant to this Contract is subject to Reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary under Reclamation law.

(b) Any determination which the Contracting Officer has the right to make in the administration of this Contract shall be consistent with the provisions of this Contract, the laws of the United States and the State, and the rules and regulations promulgated by the Secretary. Such determinations shall be made in consultation with the Commission.

(c) For purposes of judicial review, all determinations, notices, and decisions of the Contracting Officer given pursuant to this Contract shall become and constitute the final decision of the Secretary sixty (60) days after the date that notice of such determinations, notices, and decisions is given to the Commission, unless modified or rescinded by the Contracting Officer within such sixty (60)-day period. All determinations, notices, or decisions of the Contracting Officer made pursuant to this Contract shall be effective when made.

Priority of Claims of the United States

13. Claims of the United States arising out of this Contract shall have priority over all others, secured or unsecured.

Effect of Waiver of Breach of Contract

14. All rights of action for breach of any of the provisions of this Contract are reserved to the United States as provided in Section 3737 of the Revised Statutes of the United States. The waiver of a breach of any of the provisions of this Contract shall not be deemed to be a waiver of any provision hereof, or of any other subsequent breach of any provision hereof.

Remedies Under Contract Not Exclusive

15. Nothing contained in this Contract shall be construed as in any manner abridging, limiting, or depriving the United States or the State of any means of enforcing any remedy either at law or in equity for the breach of any of the provision hereof which it
would otherwise have.

Assignment Limited: Successors and Assigns Obligated

16. (a) No assignment or transfer of this Contract or any part or interest therein shall be valid until approved in writing by the Contracting Officer.

(b) The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto.

Notices

17. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, and where required to be given to a party shall be given at the same time to each of the other parties, by mailing it, postage prepaid, or delivering it to the other parties as follows:

(1) Regional Director
Lower Colorado Region
Bureau of Reclamation
P.O. Box 61470
Boulder City, Nevada 89006-1470;

(2) Director
Colorado River Commission
of the State of Nevada
Mail Room Complex
Las Vegas, Nevada 89158.

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.

Contingent on Appropriation or Allotment of Funds

18. The expenditure or advance of any money or the performance of any obligation by the United States under this Contract shall be contingent upon the appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the State from any obligations under this Contract. No liability shall accrue to the United States in case funds are not appropriated or allocated.

Officials Not to Benefit

19. No Member of or Delegate to Congress, Resident Commissioner, or official of the State shall benefit from this Contract other than as a water user or landowner in the same manner as other water users or landowners.
Quality of Water

20. The operation and maintenance of Federal facilities shall be performed in such a manner as is practicable to maintain the quality of raw water made available through such facilities at the highest level reasonably attainable as determined by the Contracting Officer. The United States does not warrant the quality of water and is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of water.

Water and Air Pollution Control

21. The State, in carrying out this Contract, shall comply with all applicable water and air pollution laws and regulations of the United States and the State and shall obtain or cause to be obtained all required permits or licenses from the appropriate Federal, State, or local authorities.

Releases and Indemnification

22. All agreements by the State to release and indemnify the United States with respect to any of the water delivered under this Contract are found where expressly provided for in the Subsequent Contracts and operate in accordance with the terms and conditions providing for such releases and indemnification in those contracts.

Uncontrollable Forces

23. No party shall be considered to be in default in respect to any obligation hereunder, if prevented from fulfilling such obligation by reason of Uncontrollable Forces, the term "Uncontrollable Forces" being deemed, for the purposes of this Contract, to mean any cause beyond the control of the party affected, including but not limited to drought, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, war, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority, which by exercise of due diligence and foresight, such party could not reasonably have been expected to avoid. Any party rendered unable to fulfill any obligation by reason of Uncontrollable Forces shall exercise due diligence to remove such inability with all reasonable dispatch.
24. During the performance of this Contract, the State agrees as follows:

(a) The State will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The State 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 State agrees 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 State will, in all solicitations or advertisements for employees placed by or on behalf of the State, state that all qualified applicants will receive consideration for employment without discrimination because of race, color, religion, sex, or national origin.

(c) The State will send to each labor union or representative of workers with which it has 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 State's commitments under section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The State 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 State 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 its 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 State's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the State 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 amended Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The State will include the provisions of subarticles (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 State 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 State becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the State may request the United States to enter into such litigation to protect the interests of the United States.

Compliance with Civil Rights Laws and Regulations

25. (a) The State shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), section 504 of the Rehabilitation Act of 1975 (Public Law 93-112, as amended), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) and any other applicable civil rights laws, as well as with their respective implementing regulations and guidelines imposed by the Department of the Interior or the Bureau of Reclamation, hereinafter called "Reclamation."
(b) These statutes require that no person in the United States shall, on the grounds of race, color, national origin, handicap, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from Reclamation. By executing this Contract, the State agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The State makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the State by Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The State recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article, and that the United States reserves the right to seek judicial enforcement thereof.
IN WITNESS WHEREOF, the parties hereto have executed this Amendatory and Supplementary Contract No. 4-07-30-W0041, Amendment No. 1, the day and Year first above written.

Legal Approval and Sufficiency

By: Field Solicitor
Phoenix, Arizona

UNITED STATES OF AMERICA

By: Commissioner
Bureau of Reclamation

STATE OF NEVADA, acting through its
COLORADO RIVER COMMISSION

By: Chairman

Attest:

Director

Approved as to form:

By: Attorney General of the State of Nevada

Ratified and approved:

By: Governor of the State of Nevada