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SUPPLEMENTAL AGREEMENT

This supplemental agreement made and entered into on this 1st day of November, 1943, by and between the State of Washington, acting by and through its duly appointed, qualified and acting Director of Highways, and the State of Idaho, acting by and through its duly appointed, qualified and acting Commissioner of Public Works and its Director of Highways; WITNESSETH:

WHEREAS, on the twenty-seventh day of January, 1938, the States above named entered into a certain agreement providing for their mutual financing and the construction, maintenance and operation of a bridge crossing the Snake River between the city of Clarkston, State of Washington, and the city of Lewiston, State of Idaho, and

WHEREAS, paragraph numbered 18 of such agreement states:

"That the cost of the maintenance, care, upkeep, repair, and operation of the bridge unit when completely constructed and accepted shall be provided, one-half by the State of Washington and one-half by the State of Idaho; provided, that the State of Idaho shall be responsible in the first instance for the performance of the operation and maintenance of the movable span of such bridge unit and shall provide for the furnishing of the lighting of such bridge unit and it is agreed that the State of Idaho may contract the operation of the movable span and the lighting of such bridge unit to the City of Lewiston, Idaho."

and

WHEREAS, it is mutually desired by the two states, acting as aforesaid, that the above numbered paragraph 18 be cancelled and superseded so that the State of Washington will operate and maintain the movable span with the cost thereof to be equally divided,

IT IS NOW THEREFORE MUTUALLY AGREED AND UNDERSTOOD by and between the parties hereto as follows:

1. The aforesaid paragraph numbered 18 of the agreement of the twenty-seventh day of January, 1938, be and the same is hereby cancelled and superseded and there is hereby substituted in lieu thereof the following:

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"18. That the cost of the maintenance, care, upkeep, repair and operation of the bridge unit shall be paid, one half by the State of Washington and one-half by the State of Idaho; provided, however, that the State of Washington shall light, operate and maintain the movable span of such bridge unit with the costs of such lighting, operation and maintenance to be divided as aforesaid."

2. In all other particulars insofar as the same may become pertinent the provisions of the aforesaid agreement of January 27, 1938, are to be and remain in full force and effect, excepting only for such provisions as may be inconsistent herewith.

IN WITNESS WHEREOF' the parties hereto have hereunto set their hands and seals on the day and year first above written.

STATE OF WASHINGTON

Department of Highways

By /s/ Burwell Bantz  
Director of Highways

STATE OF IDAHO  
Department of  
Public Works

By /s/ Joe D. Wood  
Acting Commissioner of Public Works

Attest:

/s/ Jean W. Chalaupka  
Secretary

Approved as to form

By /s/ W. A. Broadhead  
Assistant Attorney General  
Department of Public Works  
State of Idaho

Approved as to form

8 day of Oct. 1943  
Harold A. Pebbles /s/  
Assistant Attorney General