## **Gopher Control Cooperative Agreement**



IDAHO TRANSPORTATION DEPARTMENT AND <u>CANYON</u> COUNTY Gopher Control District Extermination of Gophers on State Highways

This Agreement made and entered into this <u>11</u> day of <u>June</u>, 20 <u>25</u>, by and between the Idaho Transportation Department, Division of Highways, hereinafter called the State, and the County named above, hereinafter called the County, WITNESSETH:

WHEREAS, it is the duty of the State to control and eradicate gophers which exist upon the State Highways and,

WHEREAS, the County has an organization and equipment set up for such eradication work and the State desires to avail itself of such facilities.

NOW THEREFORE, it is mutually agreed that the County will perform necessary labor and furnish necessary chemicals and equipment for the control and eradication of gophers on the State Highways as authorized within its county boundaries and that the State will pay to the County as its portion of the cost of such labor and material, a sum not exceeding <a href="TWO THOUSAND">TWO THOUSAND</a> DOLLARS (\$2000.00), per calendar year, said amount to be paid the County upon presentation of proper itemized voucher therefore, segregated as to labor and material, showing dates work was done, and properly identifying highways on which work was performed.

County agrees to indemnify and hold harmless the State against any and all claims for loss, liability or damage arising out of or in connection with the work done or to be performed and in connection with or arising out of the acts or negligent omissions of the County's employees, however caused, while said employees are carrying out the terms and conditions of this Agreement.

This agreement shall supercede all prior agreements entered into between the Parties hereto for gopher control. It is further mutually agreed that all such prior agreements that may be currently in effect are hereby terminated, notwithstanding the terms of those agreements.

TERM, this Agreement shall remain in effect from <u>July 1, 2025 to June 30, 2026</u> and may be reviewed on an annual basis by the State Roadside vegetation

BILLING AND PAYMENT, the County will submit invoices on a monthly basis for completed work to <a href="mailto:D3AP@itd.idaho.gov">D3AP@itd.idaho.gov</a>. Invoices need to include a remittance address, P.O. and an Invoice number.

This Agreement shall continue in effect until terminated by either Party giving 60 days written notice of said termination to the other Party prior to the date of termination.

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first above written.

COUNTER Httopboam  Chat Debs, Deputy Chan  Chat Debs, Debs, Deputy Chan  Chat Debs, Debs, Deputy Chan  Chat Debs, Debs, Deputy Chan  Chat Debs,	By: County Commissioner  By: County Commissioner  By: County Commissioner  IDAHO TRANSPORTATION DEPARTMENT	
	Division of Highways	For
Secretary	District 3 Engineer	
(SEAL)		
Approved as to Form:		
Legal Counsel		25-055

ITD 2443 (Rev. 11-81)