

Agreement for Noxious Weed Control

Idaho Transportation Department
Division of Highways
District No.3
and
Canyon County Weed Control

Agreement

This agreement made and entered into this 11 day of June 20 25, by and between the Idaho Transportation Department, Division of Highways, herein referred to as "State" and Canyon County, herein referred to as "County".

WHEREAS, the State has the statutory authority and duty to control or eradicate noxious and undesirable weeds which exist upon the State highways; and

WHEREAS, the County has the organization, equipment, and manpower to assist in noxious weed control or eradication work on behalf of the State; and

WHEREAS, the State desires and agrees to have the County provide such services on behalf of the State.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is mutually agreed as follows:

1. DESCRIPTION OF WORK. The County agrees to provide labor, equipment and chemicals necessary to assist in the control or eradication of certain noxious weeds and other undesirable vegetative growth encroaching upon or over the State highways located within the confines of the County, pursuant to the schedule described in paragraph 4 of this Agreement.

2. CONTRACT PRICE. The State agrees to reimburse the County for the performance of the work described herein, on the basis of labor, equipment and chemicals used by the County to perform said services pursuant to the schedule, which is attached hereto and marked as Exhibit "A", and by this reference made a part hereof.

The State agrees to reimburse the County upon presentation of a spray log and proper itemized vouchers submitted by the County indicating labor, equipment and chemicals used to perform this Agreement.

The State shall be billed for chemical and application cost pursuant to the schedule attached or Exhibit "A".

The parties agree that their respective duties to perform under this Agreement shall automatically terminate when the charges billed to the State by the County under this Agreement equal Six

Thousand Dollars (\$6000.00) unless additional funds are approved by written authorization from the State.

3. SUPPLY AND USE OF CHEMICALS. It is agreed by the parties that the County will furnish all chemicals mutually agreed upon and in the manner necessary for the performance of this Agreement, unless otherwise agreed by the parties. The County will keep records of the chemicals supplied, where used and upon what species of noxious weeds the chemicals were applied within the County and to keep and furnish other information required pursuant to State Law in respect to the use and application of herbicides. The County agrees to use and apply chemicals on State properties and roadsides in compliance with all label instructions, recommendations, and precautions.

4. AREAS OR ROADSIDES TO BE TREATED. The State agrees to provide maps or other written information to the County of the specific property or roadsides within the County adjacent to or on State right-of-ways that noxious weed control or eradication will be performed by the County. The maps and other written information, Exhibit "B", supplied by the State may define the property or roadsides targeted for treatment, the chemicals or treatment methods to be used, the noxious or undesirable plant species to be treated and the requirement for supplying information by the County for purposes of monitoring and validation of the work performed by the County. It is further agreed during the term of this Agreement, that the State shall have the right to identify additional property or roadsides in which the County may provide noxious weed control or eradication by providing additional instructions identifying new treatment areas to the County for its inspection and approval.

5. TRAFFIC FLOW AND SAFETY. The County agrees not to impede the flow of traffic or to adversely impact the safety of the traveling public while performing this agreement.

6. ERROR AND OMISSIONS. Each party agrees to defend, indemnify and hold harmless the other party 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 omissions of that party's employees or agents, however caused, while said employees or agents are performing the terms and conditions of this Agreement on the State's property.

7. **PRIOR AGREEMENTS.** This Agreement supersedes all prior Agreements written or oral between the parties hereto concerning noxious weed control or eradication in the County and performed by the County.

8. **TERM.** This Agreement shall remain in effect from July 1, 2025 to June 30, 2026 and may be reviewed on an annual basis by the State Roadside Vegetation Foreman and the County Weed Control Supervisor.

9. **BILLING AND PAYMENT.** The County will submit invoices on a monthly basis for completed work to D3AP@itd.idaho.gov. Invoices need to include a remittance address, P.O., and an invoice number.

The parties further agree that each shall have the right to terminate this Agreement upon written notice of such intent sixty (60) days prior to the date of termination.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BOARD OF CANYON COUNTY COMMISSIONERS

ATTEST:
Commissioner (Chairman)

By: Brad Holton

Clerk

By: [Signature]
Commissioner

By: [Signature]
Commissioner

ATTEST:

Rick Hugaboam, Clerk
Secretary J Ross, Deputy Clerk 06-10-25
Idaho Transportation Department
Division of Highways

By: _____ For
District Engineer

EXHIBIT "A"

Canyon County 2025-2026 charges for general or spot treatment for noxious weed control or eradication on Idaho Transportation Department property and roadsides.

1. Chemical Charge: General Roadside Chemical Application Charge

Two (2) Man & One (1) Spray Truck	<u>\$109.00</u> Per Hour
One (1) Man & One (1) Spray Truck	<u>\$85.00</u> Per Hour
Each Additional Man or Spray Machine	<u>\$85.00</u> Per Hour
Charge's for Cutting, Etc. Each Man Hour	<u>\$_____</u> Per Hour

2. Other Charges or Comments:

UNDER THIS AGREEMENT THE COUNTY HAS CONTRACTED TO TREAT NOXIOUS WEEDS INFESTATIONS. THE COUNTY AGREES, PRIOR TO TREATMENT TO CONTACT STATE TO ELIMINATE POSSIBLE DOUBLE TREATMENT. STATE WILL RESPOND WITHIN 24 HOURS REGARDING PROPOSED TREATMENT.

EXHIBIT "B"

Description of Idaho Transportation Department property (source sites, etc.) and roadsides to be treated.

1. STATE HIGHWAY'S and Property in CANYON COUNTY
 - a. Noxious Weeds: ANY NOXIOUS WEEDS

Description of approved chemicals to be used by the County for noxious weed control.

1. 2, 4-d
2. Dicamba
3. Chlorsulfuron
4. Clopyralid
5. Picloram
6. Metsulfuron
7. Aminopyralid
8. Imazapyr
9. Glyphosate