

**TETON COUNTY – CITY OF VICTOR, ID INTERAGENCY AGREEMENT
FOR PROVISION OF NOXIOUS WEED BY TETON COUNTY WEEDS DEPARTMENT**

This AGREEMENT FOR PROVISION OF NOXIOUS WEED TREATMENT (the "Agreement") is made and entered into this ___9th___ day of ___June___, 2025 by and between the **City of Victor, Idaho**, a municipal corporation (hereinafter referred to as "City"), and "**Teton County, Idaho**, a political subdivision of the State of Idaho (hereinafter referred to as "County").

Agreement:

WHEREAS, the City requires noxious treatment on its properties and rights of way.

WHEREAS, Teton County employs a professionally licensed herbicide applicator who is responsible for ensuring noxious weeds are treated in Teton County.

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

1. DESCRIPTION OF WORK: Teton County agrees to provide labor, equipment and chemicals necessary to assist in the control or eradication of noxious weeds and other undesirable vegetative growth on City of Victor properties, pursuant to the schedule described in paragraph 4 of this Agreement.

2. CONTRACT PRICE: The City 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 City agrees to reimburse the County upon presentation of an itemized invoice submitted by the County indicating labor, equipment and chemicals used to perform this Agreement. Application records for City of Victor property will be available on request.

The City 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 City by the County under this Agreement equal Nine Hundred Dollars (\$900) unless additional funds are approved by written authorization from the City.

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 they were used 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 City properties and roadsides in compliance with all label instructions, recommendations and precautions.

4. AREAS TO BE TREATED: Teton County will provide noxious weed control at Sherman Park excluding the turf grass areas.

5. ERROR AND OMISSIONS: Each party agrees to defend, indemnify and hold harmless the other party as allowed by Idaho state law 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 City's property.

7. PRIOR AGREEMENTS: This Agreement supersedes all prior Agreements written or oral between the parties hereto concerning weed control for the City and performed by the County.

8. TERM: This Agreement shall remain in effect from 6/9/25 to 11/1/25 and may be reviewed on an annual basis by the City and the County Weeds Department.

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 hereunto set their hands and seals the day and year first above written.

CITY OF VICTOR, IDAHO

Attest:

By: Mayor

By: City Clerk

TETON COUNTY, IDAHO

Attest:

By: BOCC, Chairman

By: County Clerk

Board of County Commissioners

150 Courthouse Drive

Driggs, ID 83422

EXHIBIT "A"

Teton County charges for general or spot treatment for noxious weed control or eradication and on City property.

1. Chemical Charge:

Description	\$\$ per Ounce
Milestone	\$2.21
Telar	\$12.50
Opensight	\$5.47
Foundation	\$0.45
Speedzone	\$0.57

2. General Chemical Application Charge.

- a) One (1) man and one (1) spray machine \$ 60 per hour
Each additional man or spray machine \$ 20 per hour

EXHIBIT "B"

Description of City property (source sites, etc.) to be treated.

PROPERTY	APPLICATION TYPE	TOTAL HOURS
Sherman Park	Natural area. Spot spray and Boom	10
		0
		0
		0
		0
		0
		0
		0
		0