

**City of Hilshire Village
Budgeted Purchase Request**

Request Date:	12/17/2024
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Item Description:

Item Name & Description: Including specifications or any relevant details	3-year contract for city-wide mosquito fogging once a week March 15 – November 15 Additional applications as requested by amendment.
Vendor:	Cypress Creek Mosquito Control, Inc.

Attachments:

- Vendor Quote
- Item Specifications
- Other: 3-year Contract

FY 2025 Budget Information:

GL Account Number & Name:	53400 Mosquito Spraying
Unencumbered Available Funds: (Amount available in the account after anticipated expenses)	\$3,000
Cost within Budget:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Historical and future cost analysis:

FY Ending 9/30	Fiscal Year Cost	Cost per trip	
2017	2,394.28	55	
2018	2,860.00	55	
2019	2,310.00	55	
2020	2,970.00	55	
2021	3,655.00	60	
2022	2,792.83	63.6	3-year agreement
2023	2,289.60	63.6	
2024	2,480.40	63.6	
2025	2,475.20	70	3-year agreement
2026	2,520.00	70	
2027	2,520.00	70	

Mosquito Control Agreement

Hilshire Village

1. The parties to this Mosquito Control Agreement are **Hilshire Village** (hereinafter, the "Association") and Cypress Creek Mosquito Control, Inc. (hereinafter, the "Contractor"), a Texas Corporation, with principal offices in Houston, Harris County, Texas.
2. In consideration for the payments to be made by Association to Contractor, as recited herein below, Contractor shall be responsible for providing mosquito control application for Hilshire Village community in Greater Harris County, Texas. Association shall attach hereto as Exhibit "A" a map, plat or chart, showing the layout of the said subdivision.
3. **The terms of this agreement shall be for three (3) years starting 01-01-2025 and ending on 12-31-2027.**
4. Contractor shall perform application at least once every week commencing the week of March 15th and ending the week of November 15th weather conditions permitting, and in case of bad weather, as soon thereafter as is practicable the (Application Visits"). However, in the event the Association determines that additional applications are not caused by faulty work or breach of warranty by Contractor, **Association may request Contractor to make additional applications at the agreed upon rate per Application Visits.**
5. The Association shall pay a consideration of **\$70.00** (plus tax, if applicable) per application visit to Contractor for each actual visit made by Contractor to the subdivision for complete application. The Contractor shall submit invoices on the first of each month. Invoice terms shall be net fifteen (15) days. Price is based on map in Cypress Creek Mosquito Control's file.
6. Should the price of fuel increase to more than \$3.50 per gallon on average in the greater Houston Area (reported by the U.S. Energy Information Administration), Contractor has the right to add a fuel adjustment to the price of each Application Visit (the "Fuel Adjustment"). The Fuel Adjustment shall be determined by increasing the price of each Application Visit by the percentage of the fuel cost increase (Application Visit Price x (100%+ the percentage of the fuel cost increase) multiplied by the Contractor's percentage of overhead costs attributed to fuel (8%)."
7. Contractor hereby warrants that the application Visits shall be performed shall in accordance with the chemical labeling.
8. Contractor is to provide:
 - (a) All necessary equipment.
 - (b) Equipped, trained and competent personnel adequate for the performance of Contractor's duties hereunder.
 - (c) Public liability and property damage insurance with limits of \$300,000 for damage resulting to one person, \$300,000 for damages resulting from one casualty, and \$50,000 property damage insurance for damages Resulting from one occurrence.
 - (d) Responsibility for all existing local, state, and federal regulations relating to work performed under this contract.
 - (e) Workman's Compensation - Statutory
9. Contractor shall indemnify and hold harmless the Association against any and all liability which may be incurred by Association arising from work performed under this contract, or from work which was to have been performed by Contractor under this contract, but which Contractor omitted to perform.
10. Association hereby expressly disclaims any liability whatsoever or responsibility of any kind with respect to the choice of judgment exercised by Contractor in his determination of what chemicals or other materials should be used by Contractor in performance of the work provided for by this contract.
11. Association designates the agent named herein below in this paragraph as its agent for the performance of Association obligations under this contract. All correspondence between the parties shall be sent to the names and addresses shown herein below. Any notice required under provisions within this contract shall be deemed to have been sent if mailed to the appropriate address shown herein below.

Hilshire Village

IF TCEQ log was kept for 2024 we will continue for the remainder of this agreement unless informed otherwise.

For Contractor:
CYPRESS CREEK MOSQUITO CONTROL,
INC. PO Box 691227
Houston, TX 77269

12. The parties hereby warrant to each other that the person or persons signing below is or are principal(s), officer(s), or otherwise duly authorized agent(s) to enter into this agreement for the party for whom such person or persons is or are signing.

13. This contract may be canceled by either party, provided a written notice of such cancellation is given to the other party thirty (30) days prior to the effect of the cancellation date.

IN WITNESS, WHEREOF, this Mosquito Control Agreement has been executed in duplicate original, this _____ 17th _____ day of
December _____, 20 24 _____.

CONTRACTOR
CYPRESS CREEK MOSQUITO CONTROL, INC.
PH: 281-469-2679 FAX: 281-469-4720

ASSOCIATION
City of Hilshire Village
Mayor Robert F. Buesinger

Licensed and regulated by:
Texas Department of Agriculture
PO Box 12847, Austin, TX 78711
Phone (866) 918-4481 Fax (888)