

FORT BEND COUNTY FY 2009  
 COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: 9/2/09	Submitted By: Linda Kutach
Court Agenda Date: 9/8/09	Department: County Judge
	Phone Number: 281-341-8608

**SUMMARY OF ITEM:** Accept Full Release from the Model T Ford Club of America for use of the William B. Travis Building Parking Lot on September 19 or September 26, 2009.

**RENEWAL AGREEMENT/APPOINTMENT** YES  NO   
**REVIEWED BY COUNTY ATTORNEY'S OFFICE:** YES  NO

List Supporting Documents Attached:

**FINANCIAL SUMMARY:**

**BUDGETED ITEM:** YES  NO

**FUNDNG SOURCE:** Accounting Unit: \_\_\_\_\_ Account Number: \_\_\_\_\_  
 Activity (If Applicable): \_\_\_\_\_

**DESCRIPTION OF LAWSON ACCOUNT:** \_\_\_\_\_

**Instructions to submit Agenda Request Form:**

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

**DISTRIBUTION:**

Original Form Submitted with back up to County Judge's Office  (✓ when completed)  
 If by E-Mail to [ospindon@co.fort-bend.tx.us](mailto:ospindon@co.fort-bend.tx.us) If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input type="checkbox"/> Auditor (281-341-3774)	<input type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input type="checkbox"/> Budget Officer (281-344-3954)	<input type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input type="checkbox"/> Facilities/Planning (281-633-7022)	<input type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input type="checkbox"/> Purchasing Agent (281-341-8642)	<input type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input type="checkbox"/> Information Technology (281-341-4526)	<input type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input type="checkbox"/> County Atty (281-341-4557)

**RECOMMENDATION / ACTION REQUESTED:**

Special Handling Requested (specify):

9-14-09 orig. ret. to Linda at CO Judge

*Kay H. Tyner*  
17302 Celeste River Court  
Houston, TX 77095-7147

September 2, 2009

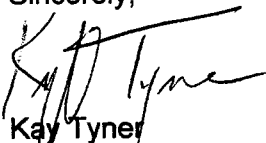
Linda Kutach  
Office of the County Judge  
Fort Bend County  
301 Jackson Street, Suite 719  
Richmond, TX 77469

Dear Ms. Kutach:

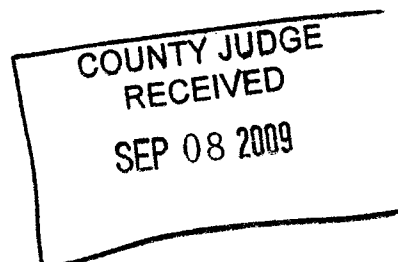
At Doug Brough's request, I am enclosing a signed copy of the Full Release relating to use of a parking lot for our September tour in your area. When the Full Release has been completed with dates and Judge Hebert's signature, I would like a copy for my Club files. A stamped envelope, addressed to me, is enclosed for your convenience.

The Space City Model T Club is a chapter of the Model T Ford Club of America (MTFCA). We have a great group of people and I hope you will enjoy having us in Richmond as much as we will enjoy being there.

Sincerely,



Kay Tyner  
President, Space City Model T Club



THE STATE OF TEXAS                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF FORT BEND               §

**FULL RELEASE**

This Full Release is made and entered into by and between Fort Bend County, Texas, (hereinafter referred to as "County"), a body corporate and politic by and through its governing body, the Fort Bend County Commissioners Court, and the Model T Ford Club of America (hereinafter referred to as "Club").

WHEREAS, the County desires to permit the Club use of the Travis Building Parking Lot (hereinafter referred to as "Parking Lot") on September 19, 2009, for a public purpose;

WHEREAS, the Club desires to fully release the County of any and all claims deriving or resulting from the use of the Parking Lot; and

WHEREAS, the Club desires to fully indemnify the County from any and all claims deriving or resulting from the use of the Parking Lot; and

WHEREAS, the parties agree the purpose of the Release is to buy peace;

NOW THEREFORE, in consideration of the recitals set forth above, the parties agree as follows:

**I.**

The Club and their officials, officers, employees, agents, servants, volunteers, and all persons in privity with the Club, hereby agree to fully release, acquit, and forever discharge the County, its officials, officers, employees, agents and servants, and all persons in privity with the County, from any and all future claims or causes of action of any kind whatsoever, at common law, statutory or otherwise, that might arise, at any time, directly or indirectly attributable to the Club's use of the Parking Lot on September 19, 2009.

**II.**

The Club and their officials, officers, employees, agents, servants, volunteers, and all persons in privity with the Club, hereby agree to hold harmless the County and its officials, officers, employees, agents and servants, and all persons in privity with the County, from and against any and all claims, losses, damages, causes of action, suits, and liability of any kind, including all expenses of litigation, court costs, attorney's fees, bodily injury, sickness, disease or death, that might arise, at any time, directly or indirectly attributable to the Club's use of the Parking Lot on September 19, 2009.

III.

Prior to the date of use, the Club shall furnish the County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to the County. The Club shall provide certified copies of insurance endorsements and/or policies if requested by the County. The Club shall maintain such insurance coverage for the entire period of the use of the Parking Lot. The Club shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (1) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- (2) Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident.

All Liability insurance policies shall name County as an additional insured.

EXECUTED this the 8 day of September, 2009.

FORT BEND COUNTY, TEXAS:

By:

  
Robert E. Hebert, County Judge

Date:

9-8-09

ATTEST:



Dianne Wilson, County Clerk

MODEL T FORD CLUB OF AMERICA

By:

  
(Authorized Representative) Kay H Tyner

Title: Pres. Space City Ts, Chapter of MTFCA

Date: September 2, 2009

