

FORT BEND COUNTY FY 2010
COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 11/19/2009

Submitted By:

Court Agenda Date: 11/24/2009

Department: County Judge

Phone Number: 281-341-8608

SUMMARY OF ITEM:

Approve Full Release and Agreement for Use of County Property for the Miracle on Morton Street event, a public event hosted by the Historic Richmond Association, to be held on December 5, 2009.

RENEWAL AGREEMENT/APPOINTMENT

YES

☐

NO

☐

REVIEWED BY COUNTY ATTORNEY'S OFFICE:

YES

☐

NO

☐

List Supporting Documents Attached: *Full Release and Agreement*

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

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"/> | Budget Officer | (281-344-3954) |
| <input type="checkbox"/> | Facilities/Planning | (281-633-7022) |
| <input type="checkbox"/> | Purchasing Agent | (281-341-8642) |
| <input type="checkbox"/> | Information Technology | (281-341-4526) |
| <input type="checkbox"/> | Other: | |

- | | | |
|--------------------------|--------------|----------------|
| <input type="checkbox"/> | Comm. Pct. 1 | (281-342-0587) |
| <input type="checkbox"/> | Comm. Pct. 2 | (281-403-8009) |
| <input type="checkbox"/> | Comm. Pct. 3 | (281-242-9060) |
| <input type="checkbox"/> | Comm. Pct. 4 | (281-980-9077) |
| <input type="checkbox"/> | County Clerk | (281-341-8697) |
| <input type="checkbox"/> | County Atty | (281-341-4557) |

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

11-30-09 orig. ret. to Ann at Co. Judge

THE STATE OF TEXAS §

COUNTY OF FORT BEND §

**FULL RELEASE AND AGREEMENT FOR USAGE
OF COUNTY PROPERTY**

This Full Release and Agreement is made and entered into by and between Fort Bend County, Texas (hereinafter referred to as "County,") and the Historic Richmond Association (hereinafter referred to as "Association"); and,

WHEREAS, the County desires to permit the Association to use Fort Bend County's property located at 4520 Reading Road, Rosenberg, Texas, (hereinafter referred to as "County Property"), for overflow parking for the public during the "Miracle on Morton Street" sponsored by the Association on December 5, 2009, to serve a public purpose; and,

WHEREAS, the Association desires to fully release County of any future claims that may be derived from use of the County Property on Saturday, December 5, 2009;

WHEREAS, the Association desires to fully release the County of any and all claims that may be derived from the use of County Property; and,

WHEREAS, the Association is responsible to County for any and all damages that may occur to County Property;

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

WHEREAS, the parties agree that the terms of this release and agreement accurately reflect their intent.

NOW, THEREFORE, in consideration of the covenants and agreement hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

AGREEMENT

1. The purpose of this Agreement is to allow the Association to use County Property, namely the County parking lot located at 4520 Reading Road, Rosenberg, Texas on December 5, 2009.
2. The Association shall use reasonable care to prevent damage to County Property.
3. The Association shall be responsible for any damage to County Property and shall reimburse County for any reasonable repairs made by County due to the Association's usage upon completion of the stated purpose of this Agreement.
4. The Association shall, keep in full force and affect a policy or general liability insurance in which the limits shall not be less than \$1,000,000 for each claim

aggregate. The policy shall name the County as an additional ensured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to County no less than five (5) business days before the date of this event.

5. The Association releases, does release, acquit, and forever discharge the County, its officials, agents, servants, and employees 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, which might arise hereafter, directly or indirectly attributable to the Association's usage of County Property.
6. The Association agrees to and shall indemnify, defend and hold harmless the County and its elected officials, officers, employees and agents, from and against any and all claims, losses, damage, 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 as a result of the Association's use of County Property.
7. The Association shall be solely responsible and at its own cost for obtaining all necessary and proper law enforcement officers to aid in traffic control.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

FORT BEND COUNTY, TEXAS

By: 

Robert E. Hebert, County Judge

Date: 11-24-09

ATTEST: 

Dianne Wilson, County Clerk

HISTORIC RICHMOND ASSOCIATION

By: 

Mary Doetterl, President

Date: 11/10/09

MER:Release.Historic Richmond Association:2010(10192009).1964



RECORDED ON 11-30-09
IN THE COMMISSIONER COURT
MINUTES OF 11-24-09

PRESENTS.....

Miracle On Morton Street

Along With

Richmond on the Brazos 5K Family Fun Run/Walk

8:00 am - 5K Family Fun Run/Walk with the T.W. Davis YMCA

10:00 am to 9:00 pm - Miracle On Morton Street

Saturday, December 5, 2009

Downtown Historic Richmond District

The Historic Richmond Association continues the tradition of celebrating the holiday season by hosting our 7th Annual "Miracle On Morton Street" event. Along with our annual event, the Association has partnered with T.W. Davis YMCA for the First - Richmond on the Brazos 5K Family Fun Run/Walk.

This Celebration is a Gift to the Families, Friends and Children of Our Community

Schedule of Events:

- T.W. Davis YMCA "Kid Zone" - Moonwalks, Crafts, Face Painting along with Lamar & Foster Interact Clubs
- Live Musical Entertainment provided by Lone Star Saloon
- Featuring Performances on the Nutcracker Stage by Local Musicians along with School and Church Choirs
- Narrated Wagon Ride Highlighting the History of the Historic Richmond District
- Holiday Shopping with the Local Businesses
- Ronald McDonald and His Magic Show
- Street Vendors Offering a Variety of Arts, Crafts, Gifts and Food Galore
- Santa's Post Office Staffed with Elves to Help the Little Ones in Writing Their Letters to Santa
- Arrival of Santa, as Santa "Rappels" Down the Richmond Water Tower
- Free Children's Pictures with Santa Compliments of Studio Ainsley Photography
- Performers Grandma's Boyfriends Barbershop Quartet and other Special Appearances
- Tribute Tree Lighting Celebration with Fort Bend Seniors Meals on Wheels
- First Community Bank Money Grab Machine, And Much, Much, More

It is that time when we begin our planning efforts for this year's upcoming Holiday event. The Historic Richmond Association appreciates what you have come to represent to the Richmond community. We come to you in hopes of your continued support as one of our committed partners. We graciously request a contribution from you to help extend the Joy of the Holidays to the families, friends and children in our community. This Event is free to the public. **Deadline November 20, 2009** for Media Print Recognition.

Thank you for your possible consideration to our request. If you have any questions, please contact Mary Doetterl 281.762.6896.

Mary Doetterl
President

Historic Richmond Association
310 Morton Street Suite 174, Richmond, Texas 77469
www.HistoricRichmond.org



CERTIFICATE OF LIABILITY INSURANCE

OP 10 AS
RHTO-2

DATE (MM/DD/YYYY)

11/27/09

PRODUCER Anco Wessendorff Ins Services P O Box 300 Richmond TX 77406-0300 Phone: 281-342-2857 Fax: 281-342-7367		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Historic Richmond Association 310 Morton Street, #174 Richmond TX 77469		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Philadelphia Insurance	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC.	PHPK500449	12/05/09	12/06/09	EACH OCCURRENCE: \$1000000 PRODUCTS (PREPARED PREMISES) (Ea occurrence): \$100000 MED EXP (Any one person): \$excluded PERSONAL & ADV INJURY: \$1000000 GENERAL AGGREGATE: \$3000000 PRODUCTS - COMP/PROP AGG: \$3000000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident): \$ BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT: \$ OTHER THAN EA ACC: \$ AUTO ONLY AGG: \$
EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE: \$ RETENTION: \$				EACH OCCURRENCE: \$ AGGREGATE: \$ DEDUCTIBLE: \$ RETENTION: \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WORKERS COMPENSATION LIMITS: \$ EMPLOYERS' LIABILITY: \$ E.A. EACH ACCIDENT: \$ E.A. DISEASE - EA EMPLOYEE: \$ E.A. DISEASE - POLICY LIMIT: \$
OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Special Events Coverage - Miracle on Morton Street. Certificate Holder is Listed As Additional Insured as Required by Written Contract, Subject to Terms and Conditions of Policy.

CERTIFICATE HOLDER

CERTIFICATE HOLDER Fort Bend County Wayne Scott 4520 Reading Road, Suite A Rosenberg TX 77471	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER (NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>[Signature]</i>
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ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.