

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: December 1, 2009	Submitted By: J. C. Whitten
Court Agenda Date: December 8, 2009	Department: Special Services
	Phone Number: 281-344-3950

**SUMMARY OF ITEM:** Discuss and Consider approving the use of the Courthouse for Simons & Fletcher Law Firm with XLFilms to use the 240<sup>th</sup> District Court for filming commercials on Saturday, December 5<sup>th</sup>, 2009.

RENEWAL AGREEMENT/APPOINTMENT YES  NO

REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES  NO

**FINANCIAL SUMMARY:** Not Applicable

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

**RECOMMENDATION / ACTION REQUESTED:**

Every two years the Simmons & Fletcher Law Firm, with local XLFilms tapes commercials in the 240<sup>th</sup> District Courthouse. A donation will be made to the Christmas Fund-Employee Enhancement Fund \$500.00, for Fort Bend County, and Mary Charles will be paid directly by the participants.

Special Handling Requested (specify):

12-12-09 orig. ret. to J.C. at Special Services

(\*) See Corrections  
made on Pg. 4.  
(FCK)

THE STATE OF TEXAS §  
COUNTY OF FORT BEND §

**AGREEMENT FOR USAGE OF COUNTY PROPERTY BY AND BETWEEN  
FORT BEND COUNTY, TEXAS AND XL FILMS, LTD.**

**THIS AGREEMENT** is entered into by and between Fort Bend County, Texas, (hereinafter referred to as the “**County**”), a body corporate and politic, acting herein by and through its Commissioners’ Court, and **XL Films, Ltd.**, authorized under the laws of the State of Texas, acting herein by and through its duly authorized officers (hereinafter referred to as “**XL Films**”).

**WITNESSETH:**

**WHEREAS**, XL Films requests permission to use a County courtroom and a County jury room as detailed below; and

**WHEREAS**, the County desires and is authorized to provide allow this usage of County property; and

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein contained, the parties hereby agree as follows:

**I.**  
**PURPOSE**

- 1.01** The purpose of this Agreement is to provide a location for videotaping a television commercial in Fort Bend County.
- 1.02** The location sought for the purpose of this agreement is the 240<sup>th</sup> District Courtroom and jury room located at 401 Jackson, Richmond, Texas, hereinafter referred to as the “Property.”

**II.**  
**GENERAL PROVISIONS**

- 2.01** County owns and controls the Property, and consent or authorization is or shall be necessary to enable XL Films to enter upon or use the Property for the purpose stated herein.
- 2.02** County authorizes the Fort Bend County Sheriff, or his designated agent, to supervise security at the Property and XL Films shall pay \$35.00/hour for such security.
- 2.03** XL Films and its employees, agents, contractors and suppliers are hereby granted permission to enter upon the Property for the purpose of videotaping certain scenes for the commercial on December 12, 2009 only. XL Films may place all reasonably

necessary facilities and equipment, including temporary sets, on Property. XL Films shall remove the same after completion of work and leave the Property in as good condition as when received.

- 2.04 XL Films shall use reasonable care to prevent damage to the Property.
- 2.05 XL Films shall be responsible for any damage to the Property shall reimburse County for any reasonable repairs made by County upon completion of the state purpose of this Agreement.
- 2.06 XL Films shall reimburse County for any reasonable repairs made to the Property within 10 business days of receipt of invoice.
- 2.07 XL Films shall indemnify County against any claims and demands of any person or persons arising out of, or based upon, personal injuries, death or property damage suffered by such person or persons resulting from any act of negligence by XL Films or its employees, agents, contractors and suppliers in connection with XL Films's use of the Property hereunder.
- 2.08 XL Films will hold County harmless against any claims and demands of any person or persons arising out of, or based upon, personal injuries, death or property damage suffered by such person or persons resulting from any act of negligence by XL Films or its employees, agents, contractors, suppliers in connection with XL Films' use of the Property hereunder.

### **III. CONSIDERATION**

- 3.01 For the use of the Property as described in this agreement, XL Films shall pay the sum of \$500 to County to be donated to the Fort Bend County Museum.
- 3.02 Payment by XL Films shall be made to County before access to the Property is made available to XL Films.

### **IV. TERM**

- 4.01 The term of this Agreement shall commence on Saturday, December 12, 2009, and shall terminate at 12:01 a.m. on December 13, 2009, unless sooner terminated as provided in this Agreement.
- 4.02 This Agreement may be terminated at any time, for any reason, by either party by giving verbal notice to the other party.

### **V. INDEMNIFICATION**

XL Films 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, arbitration, mediation, or administrative hearing costs and awards, for bodily injury, sickness, disease or death of any person, or for damage to or destruction of any property, including consequential damages arising out of or resulting from the acts, errors and omissions of XL under this Agreement.

**VI.**  
**LIABILITY INSURANCE**

XL Films shall, during the entire term of this Agreement, keep in full force and effect the policy or general liability insurance, attached hereto as Exhibit "B" and incorporated herein for all legal purposes. The policy names Fort Bend County as insured, and shall contain a clause that the insurer will not cancel or change the insurance. The insurance shall be in a company acceptable to the Fort Bend County Insurance Department and a copy of the policy or certification of insurance shall be delivered to County on or before the date of this Agreement.

**VII.**  
**MISCELLANEOUS**

- 7.01 This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
- 7.02 In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- 7.03 XL Films shall comply with all applicable laws, ordinances and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- 7.04 The waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- 7.05 Any amendments of this Agreement shall be of no effect unless in writing and signed by both parties hereto.
- 7.06 XL Films represents that it is certified or licenses by the State of Texas and/or the appropriate certifying or licensing organization.
- 7.07 This Agreement shall be binding on the heirs, successors and assigns of the parties hereto. XL shall not assign, sublet or transfer its interest or obligations in and under this Agreement without the prior, written consent of the County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

**VIII.**  
**INDEPENDENT CONTRACTOR**

- 8.01 In the performance of work or services hereunder, XL Films shall be deemed an independent contractor, and any of its agents, employees, officers or volunteers performing work required hereunder shall be deemed solely as employees of XL Films or, where permitted, of its subcontractors.
- 8.02 XL Films and its agents, employees, officers or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents or servants of the County and shall not be entitled to any of the privileges or benefits of County employment.

**IX.**  
**NOTICES**

Notices, correspondence, and all other communications shall be addressed to Fort Bend County Commissioners Court and submitted to the following representative:

Fort Bend County  
301 Jackson, Suite 719  
Richmond, Texas 77469  
Attn: J. C. Whitten

Notices to XL shall be delivered to:

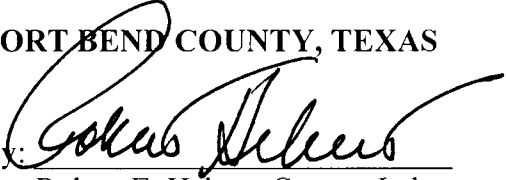
XL Films, Ltd.  
~~7026 Old Katy Road, Ste 303~~  
~~Houston, Texas 77024~~  
~~Attn: Michael Gilg~~

(KCK)  
710 S. 8th Street  
Richmond, Tx. 77469  
ATTN: KEN KOSUB  
281-650-4061 cell  
281-633-8336 studio

**X.**  
**EXECUTION**


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: 12/8/09

ATTEST:

  
Dianne Wilson, County Clerk

XL FILMS, LTD.

By: 

Date: 12/4/09

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/24/2009

PRODUCER (214) 522-4880 FAX: (214) 520-3856 Ragland Strother & Lafitte 3838 Oak Lawn Ave. Ste. 500  Dallas TX 75219-4506	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 XL Films, Ltd, DBA: XL Ventures, GP 710 S. 8th St.  Richmond TX 77409	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Union Standard Lloyds</td> <td></td> </tr> <tr> <td>INSURER B: Great Divide Insurance</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Union Standard Lloyds		INSURER B: Great Divide Insurance		INSURER C:		INSURER D:		INSURER E:	
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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.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS																				
A		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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CPA 1012781	4/25/2009	4/25/2010	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ Excluded</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ 1,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 1,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ Excluded	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 1,000,000	PRODUCTS - COMP/OP AGG	\$ 1,000,000								
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A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> H/C Physical Damage <input checked="" type="checkbox"/> \$125,000	CPA 1012781  \$1,000 deductible Comp & Collision	4/25/2009	4/25/2010	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$												
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		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$		\$		\$										
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B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCA 1012783	4/25/2009	4/25/2010	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%;"></td> <td style="width:10%;">WC STATUTORY LIMITS</td> <td style="width:10%;">OTHER</td> <td style="width:10%;"></td> <td style="width:10%;"></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td></td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td></td><td></td><td>\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td></td><td></td><td>\$ 1,000,000</td></tr> </table>		WC STATUTORY LIMITS	OTHER			E.L. EACH ACCIDENT				\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE				\$ 1,000,000	E.L. DISEASE - POLICY LIMIT				\$ 1,000,000
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 Certificate holder is added as Additional Insured as respects Liability, but only as respects claims arising out of the negligence of the Named Insured, and as Loss Payee as respects Equipment, ATIMA.

## CERTIFICATE HOLDER

Fort Bend County  
 301 Jackson Street, Suite 719  
 Richmond, Tx 77469

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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  
 D. Lafitte/PAC 