

**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 01, 2010

Submitted By: Laura Dougherty

Court Agenda Date: December 07, 2010

Department: Facilities Management & Planning

Phone Number: 281-633-7017

SUMMARY OF ITEM: Take all appropriate action to approve the Full Release and Agreement for Useage of County Property between Fort Bend County and T. W. Davis YMCA for the use of the Parking Areas at the following locations: 1317 Eugene Heimann Circle, 1517 Eugene Heimann Circle and 1521 Eugene Heimann Circle in Richmond, TX.

RENEWAL AGREEMENT/APPOINTMENT

YES ☐

NO ☐

REVIEWED BY COUNTY ATTORNEY'S OFFICE:

YES ☒

NO ☐

List Supporting Documents Attached: Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒

NO ☐

FUNDING SOURCE: Accounting Unit:
Activity (If Applicable):

Account Number:

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 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:

12-10-10 3 origs returned to Laura at Facilities

Special Handling Requested (specify): Please Approve

TW Davis Presents the

**S
A
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T
A**



SHUFFLE 5K

Saturday, December 18th, 2010

TIME

Race Day Registration 7:30AM

5k Adult Fun Run 8:30am start

5k Walk 8:35am start (line up behind runners)

1k Kids Fun Run 8:00am start

RUN LOCATION

Park and Start at:

Fort Bend County Tax Office

1317 Williams Way

Richmond, Texas 77469

REGISTRATION OPTIONS

Online: WWW.EZTOREGISTER.COM

Walk In or Mail Payment:

TW DAVIS YMCA Santa Shuffle

c/o Kathy Szypulski

911 Thompson Hwy

Richmond, Texas 77469

Race Day Registration;

Fort Bend County Tax Office Parking Lot 7:30am **correct cash or check**

**no guarantee of shirt on Race Day registrations*

COST

5k Adult Fun Run **\$20 now - 11/29, \$25 11/30 - 12/17, Race Day \$30 correct cash or check**

5k walk **\$20 now-11/29, \$25 11/30 - 12/17, Race Day \$30 correct cash or check**

1k Kids Fun Run **\$17 now- 11/29 \$20 11/30-12/17, Race Day \$25 correct cash or check**

Due to the fact that the Santa Shuffle is a charity event, we are unable to issue refunds due to inclement weather, a change of plans, etc. Please consider your entry fee a donation.

AWARDS

Based on chip time

5K Fun Run- Overall male and female winner

Top 3 males and females in each age group.

15 & under, 16-19, 20 -29, 30-39, 40 -49, 50-59, 60-69, 70+

1K Kids Run - ages 13 and under. Every child who finishes will receive a prize

For your safety; no strollers, roller skates/blades, bikes, or skateboards will be allowed.

FM 102640

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 T.W. Davis YMCA (hereinafter referred to as "YMCA"); and,

WHEREAS, the County desires to permit the YMCA to use certain Fort Bend County property located on Eugene Heimann Circle (hereinafter referred to as "County Property"), for a 5K Fun Run sponsored by YMCA on December 18, 2010, hereinafter referred to as "the Event," to serve a public purpose; and,

WHEREAS, YMCA desires to be fully responsible for the set-up, clean-up and security for the Event on December 18, 2010;

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

WHEREAS, YMCA shall be responsible to County for any and all damages that may occur to County Property from YMCA's sponsorship of the Event;

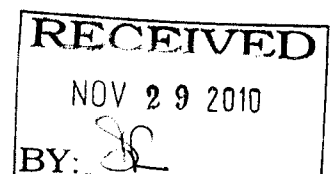
WHEREAS, the parties agree the purpose of the release is to buy peace; and,

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 YMCA to use only the County Property, specifically identified below for the Event:
 - A. Parking area of the Fort Bend County Tax Office – 1317 Eugene Heimann Circle;
 - B. Parking area of the Fort Bend County Precinct 1 Annex – 1517 Eugene Heimann Circle;
 - C. Parking area of the Fort Bend County Gus George Academy - 1521 Eugene Heimann Circle.
 - D. No parking garages shall be utilized for the Event.
2. YMCA shall be solely responsible for the following:
 - A. Obtaining permission/permit for closure of public street(s)



- B. Any tents or canopies
 - C. Portable restroom facilities (County buildings are not available for this purpose)
 - D. Litter collection and disposal, including recycling services
 - E. Event security and traffic control
 - F. Parking
 - G. Electricity/Generators
 - H. Fire extinguishers
 - I. Event insurance
 - J. Advertising and signage
 - K. Event clean-up
3. YMCA shall submit a plan to the Director of the Facilities Management and Planning Department outlining the provisions required in Section 2 above at least seven (7) business days prior to the Event. Failure to submit an approved plan to the Director shall result in the immediate termination of this Agreement and cancellation of the Event.
 4. YMCA shall use reasonable care to prevent damage to County Property.
 5. YMCA shall be responsible for any damage to County Property and shall reimburse County for any reasonable repairs made by County due to YMCA's usage upon completion of the stated purpose of this Agreement.
 6. YMCA 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 and members of Commissioners Court as an additional insured and shall contain a waiver of subrogation in favor of the County. The policy 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 accompany this Agreement prior to submission to the Fort Bend County Commissioners Court.
 7. YMCA 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 YMCA's usage of County Property.
 8. YMCA 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 YMCA's use of County Property.
 9. All releases obtained by YMCA of participants of the Event shall also include a release 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 from each participant.

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

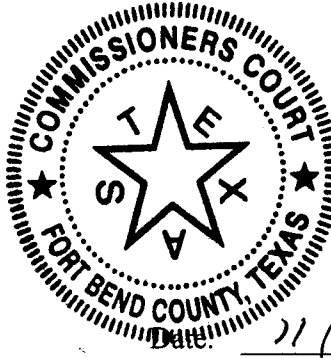
FORT BEND COUNTY, TEXAS

By: Robert E. Hebert
Robert E. Hebert, County Judge

Date: 12-7-2010

ATTEST: Dianne Wilson
Dianne Wilson, County Clerk

APPROVED: Don Brady
By: Don Brady
Don Brady, Director
County Facilities Management
& Planning Department



Date: 11/29/10

By: Wyatt Scott
~~Wyatt Scott~~, Director
~~County Risk Management Department~~

Date: _____

T.W. DAVIS YMCA

By: Jess Stuart
Jess Stuart, Director

Date: 11-29-10

MER:Release.T.W. Davis Fun Run:2010



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

PRODUCER John L. Wortham & Son, L.P. P. O. Box 1388 Houston, TX 77251-1388	CONTACT NAME:	
	PHONE (A/C, No, Ext): 713-526-3366	FAX (A/C, No): 713-521-1951
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
INSURED YMCA of the Greater Houston Area P. O. Box 3007 Houston TX 77253	INSURER B:	
	INSURER C: Travelers Property and Casualty Co of America	25674
	INSURER D: Travelers Lloyds Insurance Company	41262
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 8914063

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	GENERAL LIABILITY			6605164L682	9/1/2010	9/1/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
C	AUTOMOBILE LIABILITY			BA5181L119	9/1/2010	9/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
							\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				OTH-ER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Fun Run @ TW Davis YMCA

CERTIFICATE HOLDER

Fort Bend County
1517 Eugene Heiman Circle
Richmond TX 77469

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John L. Wortham & Son, L.P.

John L. Wortham & Son, L.P.

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ACORD 25 (2010/05)

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CERTIFICATE ATTACHMENT

DATE ISSUED
12/6/2010

NAMED INSURED:

YMCA of the Greater Houston Area
P. O. Box 3007
Houston TX 77253

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, WE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER(S) NAMED ON THIS CERTIFICATE, EXCEPT FOR NON-PAYMENT OF PREMIUM OR ANY OTHER CIRCUMSTANCE PERMITTED BY STATE LAW OR POLICY CONDITIONS. FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON US.

CERTIFICATE ADDENDUM

DATE ISSUED

12/6/2010

NAMED INSURED:

YMCA of the Greater Houston Area
P. O. Box 3007
Houston TX 77253

CERTIFICATE HOLDER:

Fort Bend County
1517 Eugene Heiman Circle
Richmond TX 77469

As Regards General Liability Where Applicable

Blanket Additional Insured - Managers Or Lessors Of Premises:

Who Is An Insured (SECTION II) Is Amended To Include As An Insured Any Person Or Organization (REFERRED TO BELOW AS 'ADDITIONAL INSURED') With Whom You Have Agreed In A Written Contract, Executed Prior To Loss, To Name As An Additional Insured, Buy Only With Respect To Liability Arising Out Of The Ownership, Maintenance Or Use Of That Part Of Any Premises Leased To You, Subject To The Following Provisions:

1. Limits Of Insurance. The Limits Of Insurance Afforded To The Additional Insured Shall Be The Limits Which You Agreed To Provide, Or The Limits Shown On The Declarations, Whichever Is Less.

2. The Insurance Afforded To The Additional Insured Does Not Apply To:

A. Any 'occurrence' That Takes Place After You Cease To Be A Tenant In That Premises;

B. Any Premises For Which Coverage Is Excluded By Endorsement; Or

C. Structural Alterations, New Construction Or Demolition Operations Performed By Or On Behalf Of Such Additional Insured.

3. The Insurance Afforded To The Additional Insured Is Excess Over Any Valid And Collectible Insurance Available To Such Additional Insured, Unless You Have Agreed To A Written Contract For This Insurance To Apply On A Primary Or Contributory Basis.

As Regards Business Automobile

Business Automobile Additional Insured:

Any Entity With Whom The Named Insured Has Agreed In Writing (PRIOR TO AN 'OCCURRENCE') To Include As An Additional Insured But In No Event Shall Such Coverage Exceed The Limits, Terms Or Conditions Of The Policy.

\$1,000 Deductible Comprehensive Coverage

\$1,000 Deductible Collision Coverage

Hired Car Physical Damage Applies On A Direct Primary Basis:

\$ 100 Deductible Comprehensive Coverage

\$1,000 Deductible Collision Coverage

As Regards General Liability, Business Automobile And Workers' Compensation

General Liability, Business Automobile Liability And Workers' Compensation Policies Include Waiver Of Subrogation In Favor Of Certificate Holder When Required By Written Contract Prior To A Loss But In No Event Shall Such Coverage Exceed The Limits, Terms Or Conditions Of The Policy.