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**El Paso County
Agenda Item Details**

Item Title: Public Works/Facilities - Release of All Claims for Northwest Annex damages (2025-0265)

Submitted By: Robin Sully, Director

Department: Facilities Management

Department Phone Number: 915-273-3719

Subject: Approve and authorize the County Judge to sign the Release of All Claims with Kessel Paving and Concrete & Swiss Re Corporate Solutions America Insurance Corporation for the HVAC and roof damages which occurred at the Northwest Annex, located at 435 E. Vinton Rd, Vinton, TX 79821, in consideration for payment of damages in the amount of \$16,063.30. (Contract No. 2025-0265)

Background: "Kessel Paving and Concrete, in conjunction with Swiss Re Corporate Solutions America Insurance Corporation, has agreed to compensate The El Paso County for the replacement of the HVAC system and repair of the roof, both of which were damaged in an unforeseen accident."

Fiscal Impact: Fiscal Impact Historical
None, \$16,063.30 will be a claims payment made to El Paso County for damages.

Fiscal Impact Projected
N/A

Long Account Number: Amount:

Long Account Number: Amount: \$0.00

Budget or Unbudgeted Match:

Recommendation: Approve and authorize the County Judge to sign the Release of All Claims with Kessel Paving and Concrete & Swiss Re Corporate Solutions America Insurance Corporation for the HVAC and roof damages which occurred at the Northwest Annex, located at 435 E. Vinton Rd, Vinton, TX 79821, in consideration for payment of damages in the amount of \$16,063.30. (Contract No. 2025-0265)

Prior Action:

N/A

Strategic Plan:

Goal:

null

Objective:

Strategic Plan Information:

**Estimated Time Needed
For This Item:**

Claim Number: 08482 IM
Claim Rep: Shawnarie Mills

RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the Undersigned, County of El Paso being of lawful age, for the sole consideration of **Sixteen thousand sixty three and 30/100 (\$16,063.30)** Dollars to undersigned in hand paid, receipt whereof is hereby acknowledged, do/does hereby and for my/our/its heirs, executors, administrators, successors and assigns release, acquit and forever discharge **Kessel Paving and Concrete & Swiss Re Corporate Solutions America Insurance Corporation** and his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms corporations, associations or partnerships of and from any and all claims, causes of action, demands, rights, damages, costs, loss of service, expense and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from the accident, casualty or even which occurred on or about the **16th** day of **January 2025** at or near **435 E. Vinton Rd, Vinton, TX 79821**.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy their peace. The Undersigned warrants that no promise or inducement has been offered by the parties being released, except as herein set forth; that this Release is executed without reliance upon any statement or representation by the person or parties released or their representatives, or physicians, concerning the nature and extent of the injuries and damages and legal liability therefore; and that the Undersigned is of legal age, is legally competent to execute this Release, and accept full responsibility for it, and that all hospital bills incurred for the treatment for the injuries for which this settlement is made have been paid in full and all liens of said hospital have been paid and satisfied. The Undersigned agrees as further consideration an inducement for this compromise settlement that the injuries sustained are permanent and progressive and recovery is uncertain and indefinite and that the settlement and release shall apply to all unknown and unanticipated injuries and damages resulting from said accident, casualty or event, as well as to those now disclosed.

It is the intent of the undersigned, in signing this document, to release and discharge not only the individual persons and corporations named in this release, but also any other possible joint tort-feasor who could be charged with liability or responsibility for injuries and damages for which this release is given. This Release contains the entire agreement the parties hereto, and that the terms of this Release are contractual and not mere recital.

The Undersigned warrants as further consideration of said sum paid that no other person, firm corporation or government body is entitled to any claim whatsoever growing out of the aforesaid casualty. The Undersigned will indemnify and hold harmless the party or parties released from any and all other claims which might arise from the aforesaid casualty.

IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Execution of Agreement/Warranty of Authority/Signatures.

This Agreement is to be executed by the signatures of the authorized representative(s) of _____.
_____ represent and warrant that they have taken all necessary corporate and legal actions to duly approve the making and performance of this Agreement, that the person signing on behalf of _____ has the authority to bind _____ to this Agreement, and that the person signing on behalf of _____ has the authority to enter into to this agreement and that no further corporate or other approval is necessary.

Signed, sealed and delivered this _____ day of _____, 20__.

CAUTION: READ BEFORE SIGNING

Witness

LS

Witness

LS

Acknowledgement:

STATE OF _____ COUNTY OF _____

On the _____ day of _____, 20__ before me personally appeared _____ to me known to be the person(s) named herein and who executed the foregoing Release and acknowledged to me that he/she voluntarily executed this document.

Term expiration

Notary Public