



## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 21, 2012

**Prepared By:** Daniel Perry **Phone #:** 263-9114

**Division Director/Manager:** Charles Bergh

**Department Head:** Steven M. Manilla, P.E., County Executive-TNR

**Sponsoring Court Member:** Commissioner Huber, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action regarding a License Agreement with Vagary Events for a bicycle road race at Pace Bend Park.

### **BACKGROUND/SUMMARY OF REQUEST:**

Vagary Events is requesting the use of Pace Bend Park on February 26, 2012, to host a bike race (Pace Bend Road Race). Vagary Events is not requesting exclusive use of the park, therefore, no special use fees will be charged. However, all event participants, vendors, sponsors and volunteers will pay the regular per vehicle daily park entrance fees. The Licensee will establish a fixed staging and finish area and will be responsible for set-up and dismantling of any tents or other structures associated with the races. All participants will park in designated, pre-approved areas located within Pace Bend Park. The races are to be confined to the paved roadways inside Pace Bend Park. The race has sanctioned by the Texas Bicycle Racing Association (TXBRA) and USA Cycling. The Licensee has added Travis County as an Additional insured for this race. The Licensee will employ off-duty Park Rangers, and emergency medical staff to provide security, early hours fee collection and respond to emergency medical calls and to resolve any conflicts with regular park users.

Pace Bend Park has long been a desired location for many types of competitive events; these events have ranged from orienteering to bike races and triathlons to fishing tournaments due to the size and diversity of the park as well it's location on Lake Travis. The 6-mile paved loop road is attractive to bicycle race organizers due to its length, rolling topography and ease of access. The broad open areas of the park are able to facilitate the parking of large numbers of vehicles.

The Pace Bend Road Race is an all day event with multiple races occurring throughout the day. The races are comprised of multiple circuits around the Park's main road. Races vary in distance and duration, and are categorized by gender, skill level, and age group. This event is one of the largest bicycle road race in Texas, often attracting national attention. The Pace Bend Road Race is an annual event

that has been held at Pace Bend Park since 2001. It has been called the Pure Austin Road Race and the Pure Austin Pace Bend Road race in past years.

Last year the Pace Bend Road Race had approximately 600 racers and 200 spectators. This year, race organizers again anticipate that approximately 600-800 participants will take part in this year's event.

**STAFF RECOMMENDATIONS:**

Staff recommends approval of this licensing agreement.

**ISSUES AND OPPORTUNITIES:**

The races are scheduled to start at 8:00 AM and will conclude no later than 6:00 PM on Sunday, February 26, 2012. This time frame will not significantly impact regular daily park visitation or visitor activities. The organizers have scheduled volunteers to be stationed at all pavement intersections in order to safely control vehicular traffic on the pavement during the race.

During the 2011 there were several documented issues that were agreed upon by the licensee that were not complied with. These items have been discussed with the licensee and they have assured the County that they will all be addressed for this year's event. If the issues are not complied with, the licensee has been forewarned that the County will not enter into further license agreements with them.


**FISCAL IMPACT AND SOURCE OF FUNDING:**

All vehicles being brought into the park for purposes associated with this the licensing activities will be charged regular per vehicle daily park entrance fees.

**ATTACHMENTS/EXHIBITS:**

- Licence Agreement
- Special Event Checklist
- Park Map
- Race Marshall Location Map
- Race Marshall Location List
- Copy of Insurance
- 2011 Post Event Issues
- 2012 Directives

**REQUIRED AUTHORIZATIONS:**

 Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Chris Gilmore	Asst. County Attorney	County Attorney	854-9415
Charles Bergh	Division Director	Parks	854-9408

Will Ross	Race Director	Vagary Events	554-5103
Gilbert Ramirez	Race Director	Vagary Events	563-9115

**CC:**

Daniel Chapman	Chief Park Ranger	Parks	263-9114
Daniel Perry	District Park Manager	Parks	263-9114
Keith Rawlings	Park Supervisor	Parks	264-3951

: :

**LICENSE AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Vagary Events, LLC ("Licensee"), a Texas limited liability company.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Pace Bend Park (the "County Park") for the purpose of holding Licensee's "Pace Bend Road Race" (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

I.     GRANT OF LICENSE

1.1   County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event, as described in the Event Checklist attached hereto as **Exhibit A** and made a part hereof for all purposes (the "License"). Approved areas include those roadways, trails, and park picnic areas, together with their associated rights-of-way, shown on **Exhibit B**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event.

1.2   All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be

exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License, and the right to permit third-party vendors (event sponsors) to display and sell products, merchandise and novelties, including food and non-alcoholic beverages items, in designated (pre-approved) areas.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including: (a) temporary placement of signage and traffic markers/safety cones along the race course and at entrances to the County Park campground, parking areas and boat dock, using materials pre-approved by County Park Rangers and staff; (b) pre-Event setup and staging activities; (c) posting of public notices at the County Park entrance at least one week prior to Event commencement for the purpose of informing parkgoers of the Event; and (d) placement of a sufficient number of portable restrooms so as to satisfy the restroom needs of anticipated Event participants, spectators and sponsors. Licensee agrees to (1) staff volunteers at each designated location at all times during the race, (2) post one-way signs across the street from each cove entrance (even is staffed with volunteers or marshals, (3) remove materials and scaffolding materials by 9:00 p.m. on 02/26/2012, (4) remove portable toilets by 5:00 p.m. on 02/27/2012, (5) provide a participant list to staff. Visitors not on the list will be required to pay an entrance fee., (6) remove and dispose of race-related roadside litter by 9:00 p.m. on 02/26/2012, and ensure EMS transport mobility for patients. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy. 1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of

interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors on those roadways or walkways that are not being used for purposes of the Event.

## II. TERM OF LICENSE

2.1 The License is granted for one day: Sunday, February 26, 2012, commencing at approximately 6:00 a.m. and terminating at approximately 6:00 p.m. (the "License Term"). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

## III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged all normal and customary fees charged to the public.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security and emergency medical personnel through employment of Travis County Park Rangers and EMS System cleared medics as reasonably necessary (to be solely determined by the Division of Parks) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

## IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

## V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Keith Rawlings, Park Supervisor, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

## VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

## VII. INDEMNIFICATION

**7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily

Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

#### VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern.

#### IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

#### X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

#### XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee:                      Vagary Events, LLC  
   Will Ross  
   Vagary Events Race Director  
   1202 Folts Avenue  
   Austin, TX 787804  
   (512) 554-5103



Gilbert Ramirez  
Vagary Events Race Director  
6905 Wallace  
Austin, TX 78750  
(512) 563-9115

If to County:                   Honorable Samuel T. Biscoe (or successor in office)  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

And:                               Steven M. Manilla, P. E.  
County Executive  
Travis County Transportation and  
Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

## **XII. VENUE AND CHOICE OF LAW**

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

## **XIII. MEDIATION**

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

## **XIV. ENTIRETY OF AGREEMENT**

14.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

**IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.**

**TRAVIS COUNTY:**

**By: \_\_\_\_\_**

**Samuel T. Biscoe  
Travis County Judge**

**Date: \_\_\_\_\_**

**LICENSEE:**

**By: \_\_\_\_\_**

**Will Ross, Race Director  
Vagary Events, LLC**

**Date: \_\_\_\_\_**

**EXHIBIT A**

**Special Event Checklist  
Licensed Areas in Pace Bend Park**

## TRAVIS COUNTY PARKS

### Special Event Checklist: VAGARY EVENTS - PACE BEND ROAD RACE

#### Event information needed

- Location: Pace Bend Park
- Name of event: Pace Bend Road Race
- Date & Time of event: 02-26-2012
- Event Type (complete description and history if applicable): 11<sup>th</sup> Annual Road Race
- Sponsor: Multiple TBA
- Licensee: Vagary Events
- Type of organization: Event organization company
- Primary contact personnel: Will Ross
  - Title: Race Director
  - Address: 1202 Folts Ave Austin Tx 78704
  - Phone numbers: 512-554-5103
- Secondary contact personnel: Gilbert Ramirez
  - Title: Race Director
  - Address: 6905 Wallace 78750
  - Phone numbers: 512-563-9115
- Insured by: USAC
- Holder of Insurance: TBA
- Estimated number of participants: 700
- Estimated number of spectators: 300
- Proposed concessionaires/vendors: Whole Foods (pre-made sandwiches and drinks)
- Special requests: None
- Site visit date: 10/30/11

#### From the site visit, park staff will determine the following:

- Law enforcement required (if any) – four rangers/\$35/hour from one hour before the first race until ½ hour past the completion on the final race.
- EMS coverage (must be A/TCEMS certified) required – Southwest Emergency Action Team (SWEAT)
- Parking issues to be addressed (# volunteers, signage needed, barricades, etc.) – Parking will be located below the staging near Mudd Cove. All vehicles are required to enter the parking area through the Levi Cove/Grisham Trail intersection. Event organizers MUST have 4 or more staff to assist with parking.
- Access and traffic flow issues to be coordinated (race direction, Start/Finish Line determination, # volunteers, signs needed, barricades, etc.) – traffic flow for bikes and vehicles will be one-way in a clockwise direction. Bikes will utilize both lanes during the race. The starting and finish lines will be located on Grisham Trail by Mudd Cove. The finish line will be located approximately 200 yards north of the starting line. Volunteers to control traffic direction are required at the follow locations:
  - Mudd Cove/Tournament Point (Restroom 11)

- Improved Camping Area Entrance
- Grisham trail/Levi Cove intersection (Restroom 13)
- Giles Cove (Restroom 14)
- Baldwin Cove
- Grisham Trail just north of the southern intersection of Grisham Trail and Pace Bend Road to slow bike traffic before that intersection
- Thrasher Cove (Restroom 1)
- South end of Lower Gracy Cove Loop
- North end of Lower Gracy Cove Loop
- South end of Gracy Cove Loop
- North end of Gracy Cove Loop
- Collier Boat Ramp
- South end of Maugham Cove Loop
- North end of Maugham Cove Loop
- North end of Taylor Cove Loop/Camp Texlake Entrance
- Highland Lakes Camp and Conference Center Entrance

(17) Sixteen race locations that MUST be manned during the entire race.

One-way directional signs are required at each of the above mentioned locations along with personnel. Personnel must be stationed at all pre-determined locations during the entire race.

- Additional portable restrooms required – supplied by event coordinator, 7 minimum
- Additional dumpsters required – none, extra trash cans at starting line and finishing line to be provided by event organizer
- Park fee collection issues – participants/spectators will be required to pay their own park entrance fees
- Public notices required (if any) – race coordinator must notify Camp Texlake and Highland Lakes Camp and Conference Center at least two weeks in advance of the event. Two public notification signs indication the date of the event will be posted at fee booth and at the Pace Bend/Grisham Trail intersection at least two weeks in advance of the event
- License Agreement coordination – in progress.
- Other items as necessary – Note: due to lack of volunteers at various pre-determined locations in 2011 as well as not providing mobile EMS personnel last year, if any of the identified locations are not staffed by personnel during the entire race or appropriate EMS are not on site, this event will not be recommended in future years.

**EXHIBIT B**

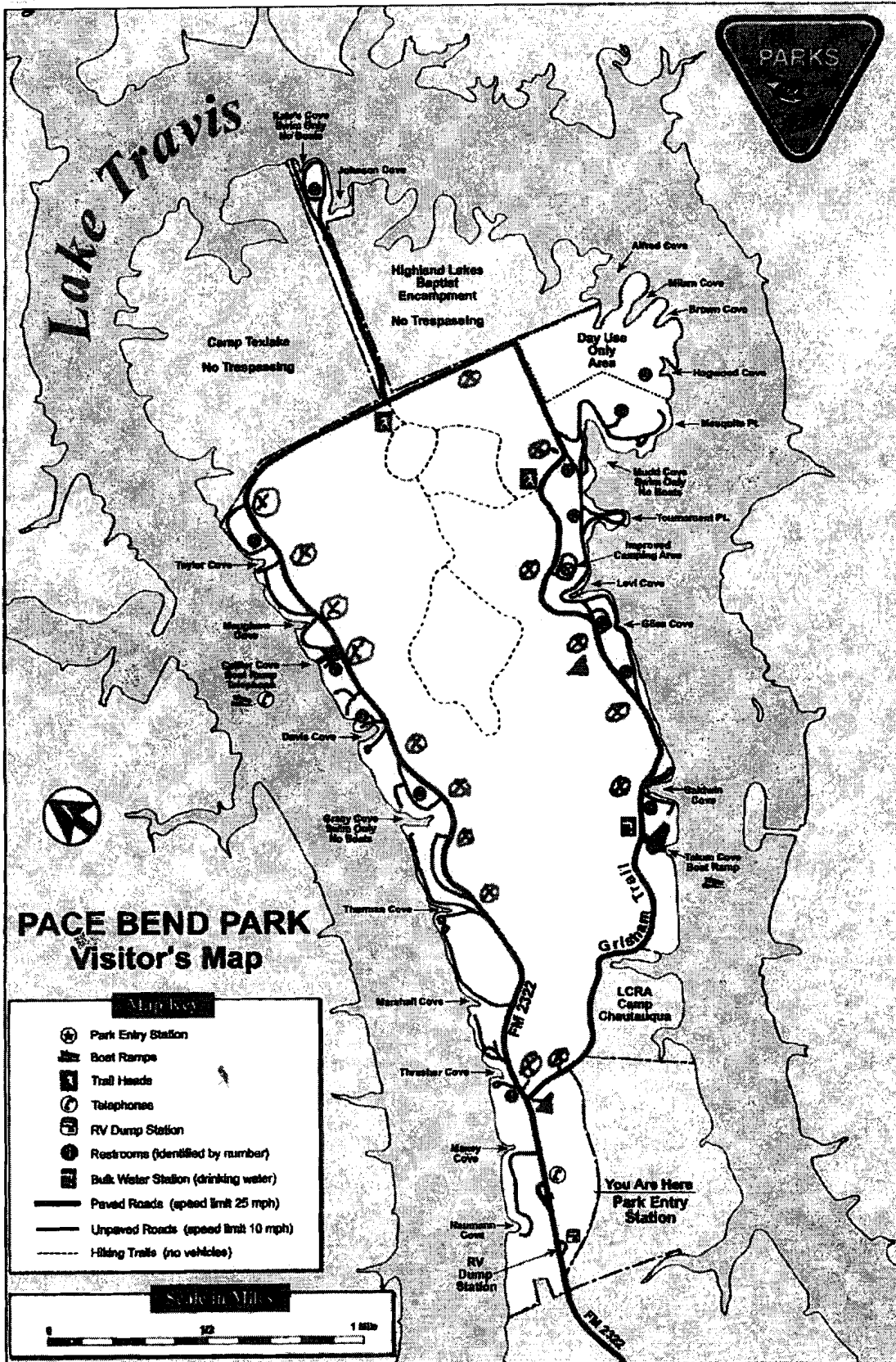
**Licensed Areas in Pace Bend Park**

**PACE BEND ROAD RACE 02/26/12**

Course Marshall Locations 

Travis County Park Ranger Locations 

\* Two Park Rangers will serve as course rovers



## Pace Bend Road Race – 02/26/12

### Course Marshall Locations

- Mudd Cove/Tournament Point (Restroom 11)
- Improved Camping Area Entrance
- Grisham trail/Levi Cove intersection (Restroom 13)
- Giles Cove (Restroom 14)
- Baldwin Cove
- Grisham Trail just north of the southern intersection of Grisham Trail and Pace Bend Road to slow bike traffic before that intersection
- Thrasher Cove (Restroom 1)
- South end of Lower Gracy Cove Loop
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- South end of Gracy Cove Loop
- North end of Gracy Cove Loop
- Collier Boat Ramp
- South end of Maugham Cove Loop
- North end of Maugham Cove Loop
- North end of Taylor Cove Loop/Camp Texlake Entrance
- Highland Lakes Camp and Conference Center Entrance

### Ranger Locations

- Grisham trail/Levi Cove intersection (Restroom 13)
- Southern Intersection of Pace Bend Rd and Grisham Trail
- Two roving the race course



**EXHIBIT C**  
**INSURANCE CERTIFICATE OF LICENSEE**  
**(to be attached)**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/19/2012

Page 1 of 1

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  Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A:	Federal Insurance Company	20281-001
INSURED  USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES**

CERTIFICATE NUMBER: 17343382

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	ADD'L SUBR INSRD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	79960314	12/31/2011	12/31/2012	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATUTORY LIMITS	OTHER
						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: Event #2012-333  
Event Name: Pace Bend Road Race  
Event Location: Spicewood, TX  
Event Dates: 02/26/2012

Certificate Holder is an Additional Insured with respects to Event #2012-333, Pace Bend Road Race, in Spicewood, TX on 02/26/2012, but only with respect to the liability arising out of the Named Insured's Operations.

**CERTIFICATE HOLDER****CANCELLATION**

Austinbikes 1213 West 5th Austin, TX 78703	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 

Call: 3608122 Tpl: 1390388 Cert: 17343382 © 1988-2010 ACORD CORPORATION. All rights reserved.



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DATE (MM/DD/YYYY)  
01/19/2012

Page 1 of 1

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<b>PRODUCER</b>  Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C. NO. EXT): 877-945-7378 FAX (A/C. NO.): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company NAIC# 20281-001 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b>  USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	

**COVERAGES**

CERTIFICATE NUMBER: 17343381

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	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <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"/> PRO-JECT <input type="checkbox"/> LOC	Y		79960314	12/31/2011	12/31/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH-ER 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: Event #2012-333  
 Event Name: Pace Bend Road Race  
 Event Location: Spicewood, TX  
 Event Dates: 02/26/2012

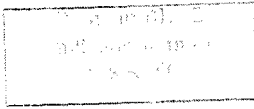
Certificate Holder is an Additional Insured with respects to Event #2012-333, Pace Bend Road Race, in Spicewood, TX on 02/26/2012, but only with respect to the liability arising out of the Named Insured's Operations.

**CERTIFICATE HOLDER****CANCELLATION**

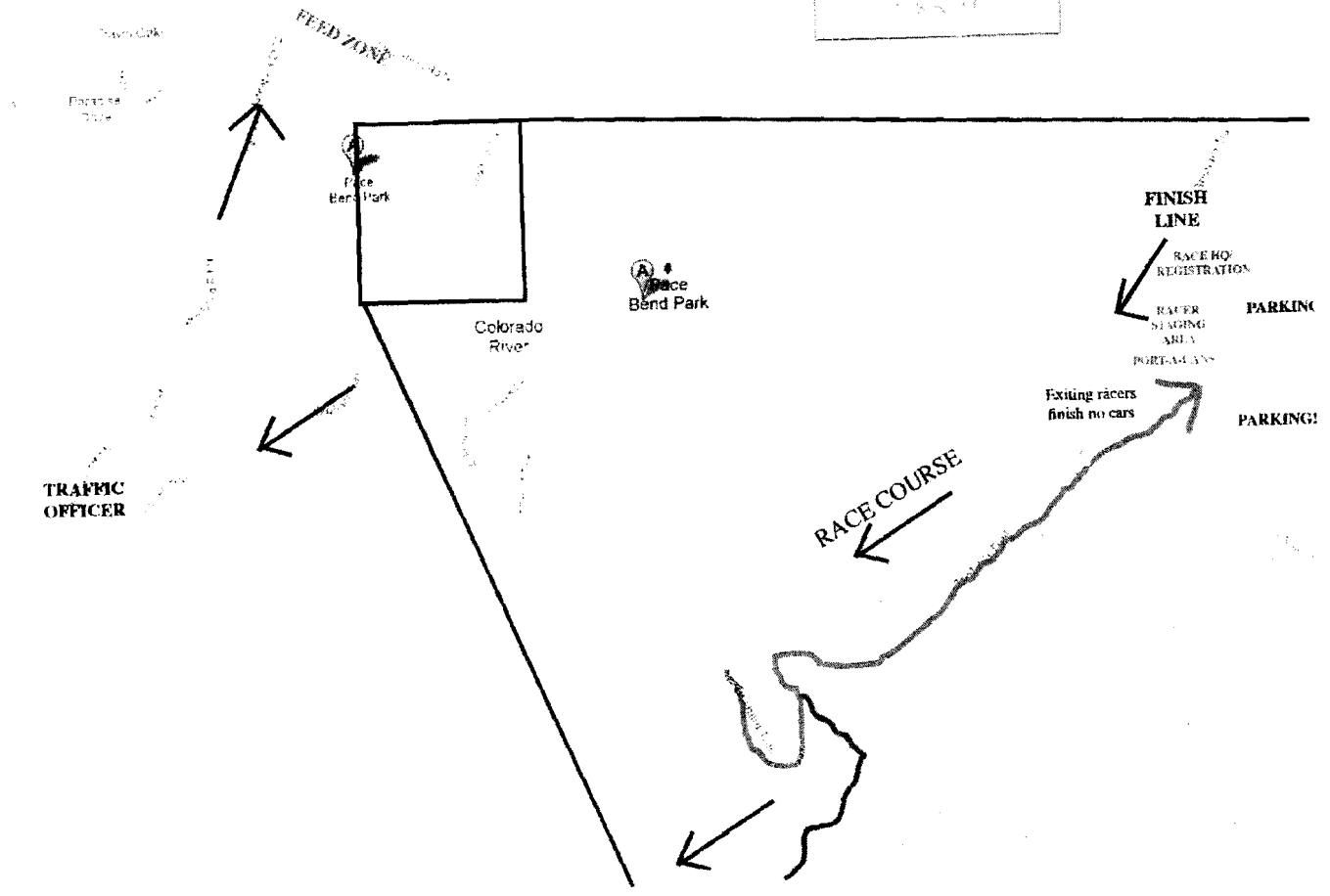
Pace Bend Park (Travis County) 2501 Pace Bend Park Road Spicewood, TX 78669	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

**ONE WAY TRAFFIC**

**THE COURSE**



Route in RFD indicate path for exiting vehicle



**CASEY CHAPMAN ROSS, Partner**  
Realtor, ABR, LHS, GRI

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## Pace Bend Road Race Directives (to be held 02/26/12)

1. Volunteers – volunteers are to be staffed at each designated location at all times during the race.
2. Signage at coves (one way signs) – One way signs must be posted across the street from each cove entrance, (even if staffed with volunteers/marshals).
3. Event materials and scaffolding must be completely removed by 9:00 PM on the day of the race (02/26/12).
4. Portable toilets must be removed by 5:00 PM, Monday, February 27, 2012.
5. Receipts/Permits/Names on receipt list – If the participant list provided to staff that are to be paid for by the organizer is incorrect, or if visitors attempt to enter the park by stating they are on the list, and are not, they will have to pay for their entrance fees before being allowed into the park.
6. Roadside litter (feed zone and along roadway) All roadside litter, flagging, etc. related to the race must be picked up and disposed of by 9:00 PM on the date of the race.
7. EMS mobility – the medical staff must have transport capability for patients.

03/22/11

## Pace Bend Road Race Issues (held 02/20/11)

1. Volunteers – volunteers were not positioned at the areas discussed prior to the race. I personally saw volunteers only at the Highland Lakes Conference Center entrance road and at Collier boat ramp. We had determined that 15 locations within the park needed to have volunteers stationed at to assist with traffic control.
2. Signage at coves (one way signs) – I only saw about five signs. There should have been a sign posted across the street from each cove entrance, (even those with volunteers).
3. Cones across cove drives – orange traffic cones were placed at cove entrances instead of volunteers without park staff's knowledge. The placement of these cones did not clearly indicate what direction park visitors should have turned. There were a couple of incidents where Park Ranges found park visitors driving the wrong direction. Again, volunteers were agreed upon.
4. Feed Zone moved – As indicated on your event map, the feed zone was supposed to be located at the Kate/Johnson's coves entrance. It was moved to an area near the improved camping area without any notification.
5. Staying in Camp Chautauqua after event ending time – per the agreement, the entire event area should have been cleared and vacated prior to 9pm. Event materials and scaffolding was not completely removed until the next day (02/21/11).
6. Portable toilets not moved out on time – they were not moved out of the event area until 02/28.
7. Receipts/Permits/Names on receipt list – The participant list provided to my staff did not include many names of people who insisted that they had paid their park entry fee up front. Also, the list had names that did not match with what the participants gave us (i.e....participant said their name was John Brown but the list showed Mike Brown).
8. Roadside litter (feed zone and along roadway) – there was a substantial amount of litter left on the roadside, especially near the feed zone.
9. EMS mobility – the medical staff you hired were not mobile. I personally responded to three medical calls. The medical team showed up to one of these calls in a Mini Cooper loaned to them by race staff.