



Travis County Commissioners Court Agenda Request

Meeting Date: December 4, 2012

Prepared By: Kurt Nielsen **Phone #:** 854-7218

Division Director/Manager: Charles Bergh

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action to approve a License Agreement for Violet Crown Sports Association to hold a bike race at Webberville Park.

BACKGROUND/SUMMARY OF REQUEST:

Violet Crown Sports Association has requested use of our park to conduct a Cyclocross bike race on December 9, 2012 at Webberville Park.

Cyclocross is one of the fastest growing bicycling sports in Texas. Competitors ride heavy-duty road bikes on short courses that consist of grass, dirt and pavement. A unique feature of cyclocross is requiring competitors to hop off their bike and carry it over obstacles, deep sand, or steep inclines. Race courses are usually one to two miles in length, and racers do laps for 20 to 70 minutes.

The United States Cycling Federation sanctions the Webberville Race. There will be certified referees and the event will have liability insurance. This will be the seventh year this event has been held at Webberville Park. The race has become quite popular due to the variety of terrain and will attract several riders from around the region.

STAFF RECOMMENDATIONS:

Staff recommends approval of this licensing agreement.

ISSUES AND OPPORTUNITIES:

This is the seventh year that this bike race has been held at Webberville Park. By formalizing this arrangement we have successfully promoted this form of bicycling event in our county parks on a regular basis. We have created a desirable venue for this type of race during a time of year when normal park visitation is slow. This licensing agreement will help to assure responsible oversight of these events in our parks.

FISCAL IMPACT AND SOURCE OF FUNDING:

There would be no budgetary or fiscal impact associated with this request. Race coordinators will pay normal park fees to rent all three of the park pavilions.

ATTACHMENTS/EXHIBITS:

Licence Agreement
Certificate of insurance
Park Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Roxanne Bonner	Asst. County Attorney	County Attorney	854-9415
Charles Bergh	Director	Parks	854-9408
Andy Austin	Organization President		916-5744

CC:

Daniel Chapman	Chief Ranger	Parks	263-9114
Robert Armistead	Division Manager	Parks	854-9831
Kurt Nielsen	District Manager	Parks	854-7218
Jorge Contreras	Supervisor	Parks	276-9770

: :
4501 - Park Svs -

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 Violet Crown Sports Association, a Texas nonprofit corporation ("Licensee").

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in the Travis County park known as East Metropolitan Park (the "County Park") for the purpose of holding Licensee's "Webberville Cyclocross 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 their 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 and its employees, agents, sponsors, contractors and suppliers, and to Event participants, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event. The License includes the following rights and privileges: (a) during the License Term, as defined in paragraph 2.1, below, the right to hold a bicycle race, which will last approximately 6 hours on Sunday, December 9, 2012 at a location to be approved in advance by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division"); and (b) the right to pass out fliers to Event attendees and

participants (and to other interested County Park visitors) describing the Event and emphasizing the need to comply with County Park rules and regulations.

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 or its independent contractors, 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.

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 the right to place temporary signage throughout the licensed areas of the County Park; provided, however, the location and appearance of such signage shall be subject to the pre-approval of the Parks Division, as defined below. 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 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.

II. TERM OF LICENSE

2.1 The License is granted for one day, from approximately 8:00 a.m. until 2:00 p.m. on Sunday, December 9, 2012 (the "License Term"). Licensee

acknowledges and agrees that such date 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 cost and expense:

(i) all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park;

(ii) a sufficient (as determined by the Parks Division) number of port-a-potties (portable restrooms) into the County Park so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators

(iii) all traffic control devices, public notices, and signage determined to be necessary by the Parks Division to aid in notifying the public of the Event, directing traffic and parking vehicles;

(iv) emergency medical personnel through employment of EMS System cleared medics who are certified in CPR and First Aid, as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement; and

(v) security through employment of Travis County Park Rangers as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.2 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 participating in, sponsoring, conducting or viewing the licensed activities, will be charged, and Licensee will pay, prior to County Park entry, all normal and customary fees charged to the public.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

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 Parks.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives if in their sole discretion, determine that such a meeting is necessary prior to commencement of the Event.

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 Parks 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: Andy Austin, President
Violet Crown Sports Association, Inc.
PO Box 10186
Austin, Texas 78766
(512) 916-5744

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: Andy Austin
Andy Austin, President-Elect, promoter
Violet Crown Sports Association, Inc.

Date: 11/21/2012

EXHIBIT A

Licensed Areas in Webberville Park

← 7



© 2005 Google
All rights reserved.

00000000



© 2005 Google
All rights reserved.

00000000

Google

© 2005 Google
All rights reserved.

EXHIBIT 'A'

EXHIBIT B
INSURANCE CERTIFICATE OF LICENSEE
(to be attached)

AGENCY CUSTOMER ID: HRH18003

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER 79960314			
CARRIER Federal Insurance Company	NAIC CODE 20281-001	EFFECTIVE DATE: 12/31/2011	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RE: Event #2012-3861
Event Name: Webberville Cyclocross
Event Location: Webberville, TX
Event Dates: 12/09/2012
Set-up Date: 12/08/2012

Certificate Holder is an Additional Insured with respects to Event #2012-3861, Webberville Cyclocross, in Webberville, TX on 12/08/2012-12/09/2012, but only with respect to the liability arising out of the Named Insured's Operations.