



Item 16

Travis County Commissioners Court Agenda Request

Meeting Date: January 29, 2013

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

Division Director/Manager: Charles Bergh

Department Head: *Charles B. Bergh for* Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action regarding a License Agreement with Boneshaker Project for a bicycle road race at Pace Bend Park in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Boneshaker Project is requesting the use of Pace Bend Park on February 24, 2013, to host a bike race (Pace Bend Road Race). Boneshaker Project 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 setup 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, 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. Due to the size and diversity of the park as well its location on Lake Travis, these events have ranged from orienteering to bike races and triathlons to fishing tournaments. 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 the past years.

Last year the Pace Bend Road Race had approximately 450 racers and 200 spectators. This year, race organizers again anticipate that approximately 500 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 24, 2013. 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.

Specific requirements to ensure the safety of the event are noted in the attached Special Event Checklist.

FISCAL IMPACT AND SOURCE OF FUNDING:

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

ATTACHMENTS/EXHIBITS:

Licence Agreement
Special Event Checklist
Race Volunteer Location Map
Copy of Insurance

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
Riley Gerber	Race Director	Boneshaker Project	947-1442
Tood Reed	Race Director	Boneshaker Project	615-5791

CC:

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

: :
4501 - Park Svs -

TRAVIS COUNTY PARKS

Special Event Checklist

Event information needed:

- **Location:** Pace Bend Park
- **Name of event:** Pace Bend Road Race
- **Date & Time of event:** Sunday, February 24, 2013
- **Event Type (complete description and history if applicable):** Texas Bicycle Racing Association sanctioned, “no center-line” road race consisting of wave starts by amateur/elite/pro cyclists from 8:00 AM through 12:45 PM. Fields of up to 100 riders in some waves, riding the park’s 6 mile road loop “clockwise” until a completion of up to 25-80 miles.
- **Sponsors:** Boneshaker Project, Team Geri-Atrix, T3 Multisport, Austin Nationals
- **Licensee:** Boneshaker Project
- **Type of organization:** Not-For-Profit -501c3
- **Primary contact personnel:** Riley Gerber
 - Title: Executive Director
 - Address: 301 Congress Ave., Suite 1250, Austin, TX 78701
 - Phone numbers: 512-947-1442 (cell)
- **Secondary contact personnel:** Todd Reed
 - Title: Chairman of Board
 - Address: same as above
 - Phone numbers: 512-615-5791 (work)
- **Insured by:** Willis of Texas, Inc.
- **Holder of Insurance:** USA Cycling, Inc.
- **Estimated number of participants:** 500
- **Estimated number of spectators:** 500
- **Proposed concessionaires/vendors:** Mellow Johnny’s, Cycle Progression, Austin Bikes, Austin TriCyclists
- **Special requests:** none
- **Site visit date:** November 7, 2012

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

- **Law enforcement required :**
 - 1) Three off-duty Park Rangers @ \$35/hr. from 7am to approximately 2pm.
 - 2) All Rangers will stage at three permanent locations (no roamer). These locations are:
 - Grisham Trail and Pace Bend Road (southern intersection)
 - Levi Cove entrance road on Grisham Trail
 - Restroom 11 entrance road on Grisham Trail

- **EMS coverage required:**
 - 1) Must be Texas Department of Public Health Services certified.
 - SWEAT: Cert #300352
 - 2) The medics/company providing emergency medical services must have the capability of transporting patients off of the race course to their staging location in the event area or to a medical facility outside of the park.

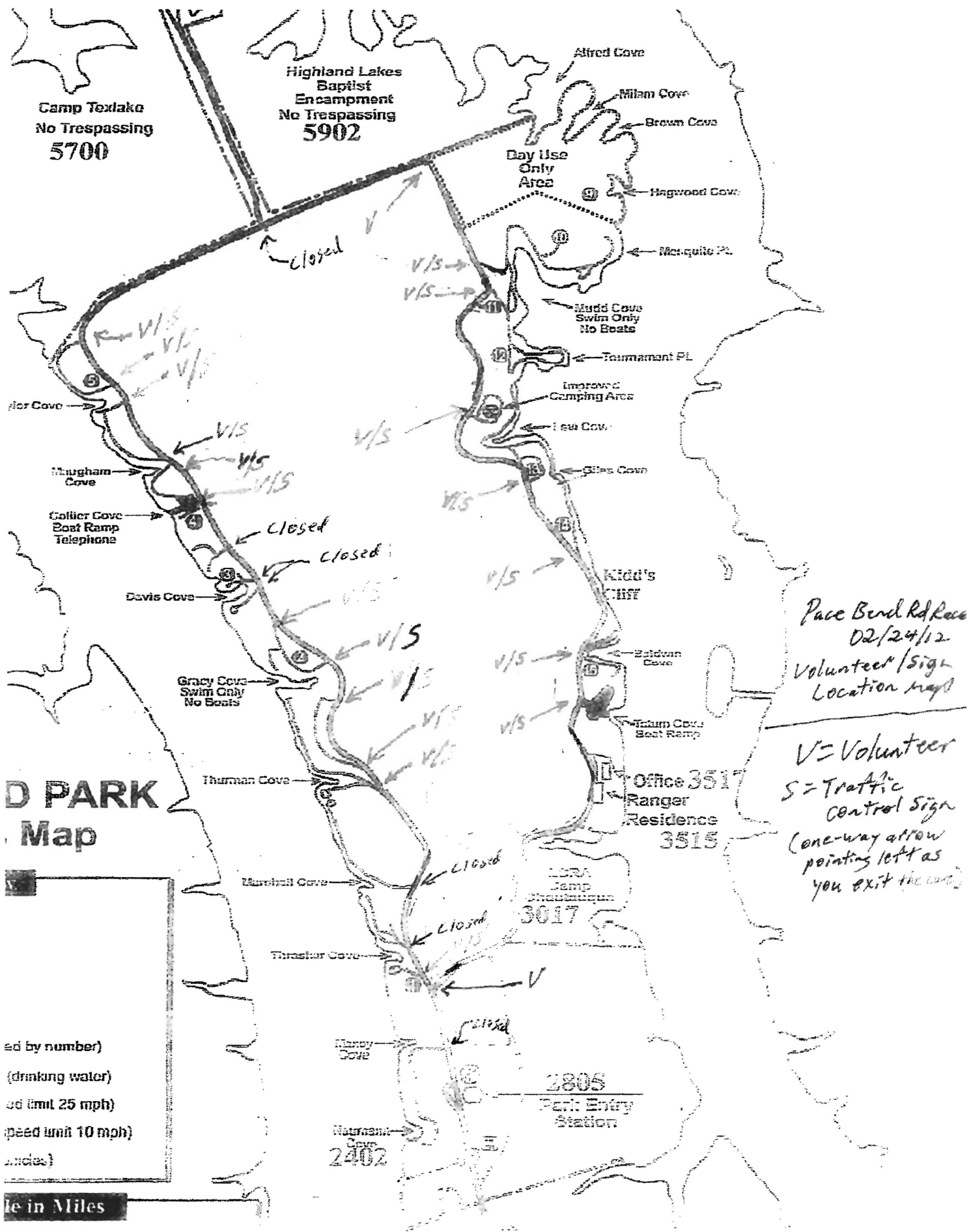
- **Parking issues to be addressed (# volunteers, signage needed, barricades, etc.):**
 - 1) Parking for the event will be located in the open area east of restroom 11.
 - 2) Volunteer/volunteers will be needed to assist with parking to keep participants'/spectators' vehicles positioned in an orderly fashion.

- **Race direction, access and traffic flow issues, Start/Finish Line determination, traffic flow signs needed, barricades:**
 - 1) Race direction will be clockwise around the main park roadways (Pace Bend Road and Grisham Trail).
 - 2) 21 volunteers and 19 "one way" directional traffic signs will be needed to direct vehicles exiting the coves in the correct direction on the main park roads/event course (see the attached map for locations. "V" represents a volunteer and an "S" represents a directional sign). Directional signs will need to be positioned across from the individual cove access roads. Volunteers and directional signs must be in place at the designated areas while participants are on the race course.
 - 3) 300' of crowd control barriers are required along both sides of the road in the Start/Finish area.
 - 4) Flagging and hay bales along fence on the east side Grisham Trail (Highland Lakes end) for 100'.

- **Additional portable restrooms required:**
 - 1) 10 portable toilets must be provided. PORTOCO: 800-499-4226
 - 2) These must be removed from the park by 5pm, Monday, February 25, 2013.

- **Additional dumpsters required:**
 - 1) No additional dumpsters are required.

- 2) Dumpsters located within the park may be utilized but none will be repositioned for this event.
- **Park fee collection issues:**
 - 1) Only vouchers or cash will be accepted at the park entrance station in exchange for the appropriate park permit. A list of participants/volunteers/spectators/event staff will not be accepted in lieu of vouchers.
 - 2) At the end of the event, vouchers will be gathered by park staff and reconciled against the permits issued. A receipt for the permits issued will be drawn up and presented along with the vouchers to the event coordinator for payment.
 - **Public notices required:**
 - 1) Steve Abbott @ Camp TexLake – 512-264-1004 - DONE
 - 2) Danny Dowdy @ Highland Lakes Camp and Conference Center – 512-264-1777- DONE
 - 3) Two 2'x3' signs reading "Road Bike Race Planned for February 24, expect traffic delays" are required. One is to be posted at the park entrance station and the other at the southern intersection of Pace Bend Road and Grisham Trail. These must be in place at least one week prior to the event. Scheduled for 2/15/13
 - **License Agreement coordination needs to be completed at least 1 month prior to the event. Required items needed for license agreement are:**
 - 1) Completed Travis County Parks Special Event Checklist. DONE
 - 2) Map of event area including race route, Start/Finish line/lines, feed zones, vending area, and parking area. DONE
 - 3) Insurance Certificate issued for: DONE
Travis County
PO Box 1748
Austin, TX 78767
 - **Other items as necessary:**
 - 1) Event materials and scaffolding must be completely removed from the park by 9:00pm on the day of the event.
 - 2) All roadside litter (including feed zones), flagging, traffic signs, public notice signs or any other such items must be gathered and disposed of by 9:00pm on the day of the event. Dumpsters within the park may be utilized for this.
 - 3) Reservations for Improved Camping Area must be made with the Travis County Parks Desk (512-854-7275). All applicable fees apply. Reservation fees will be sent to the Parks Desk and Improved Camping fees will be collected at the park by park staff.
 - 4) All park rules apply including the prohibiting of the public display of the consumption of alcohol. This means that no evidence of alcohol can be present (i.e. beer cans, boxes/packaging, signs, and banners).
 - 5) A beer/wine garden will not be permitted due to the fact that this constitutes the public display of the consumption.



Camp Texlake
No Trespassing
5700

Highland Lakes
Baptist
Encampment
No Trespassing
5902

Day Use
Only
Area

River Cove

Mugham
Cove

Collier Cove
Boat Ramp
Telephone

Davis Cove

Gracy Cove
Swim Only
No Boats

Thurman Cove

Marshall Cove

Thrasher Cove

Nancy Cove

Natraman
Cove
2402

Alfred Cove

Milam Cove

Braum Cove

Hagwood Cove

Mescalito Pt.

Mudd Cove
Swim Only
No Boats

Tournament Pt.

Improved
Camping Area

Lewis Cove

Giles Cove

Kidd's
Cliff

Baldwin
Cove

William Cove
Boat Ramp

Office 3517
Ranger
Residence
3515

LCRA
Camp
Chautauquin
3017

2805
Park Entry
Station

Pace Bend Rd Race
02/24/12
Volunteer/Sign
Location Map

V= Volunteer
S= Traffic
Control Sign
(one-way arrow
pointing left as
you exit the cove)

D PARK Map

ed by number)
(drinking water)
ed (limit 25 mph)
speed limit 10 mph)
ances)

le in Miles

Pace Bend Road Race
February 24, 2013

Race Directors' Bios and Experience

Riley Gerber – Race Director
Executive Director
riley@boneshaker.org
512-947-1442 cell#

Riley Gerber has been successfully coordinating and executing events on behalf of not-for-profit organizations, live music venues, restaurants/bars/off-site caterers, hotels, and her own beverage alcohol sales and marketing corporation for the last 22 years.

Some of her experiences include:

- Smithsonian 100th anniversary party (Jackson & Co. Catering)
 - 1000 attendees at \$1000 per plate – Wine Steward to the VIP Section including President George and Barbara Bush with
- Maître D @ Dino's at the Buccaneer, St. Croix, USVI
- VIP Porter for the American Orient Express Luxury Train Vacations
- PR and Communications Director for Santa Fe Chamber Music Festival
- PR and Marketing Director for Da Camera Chamber Music Society, Houston
- Host at Rockefeller's Live Music Hall, Houston
- Bar Manager at Cody's Jazz Café, Houston
- General Manager at Jacks' Rooftop, Santa Fe, NM
- Self-employed Business Owner for 7 years, Austin-based

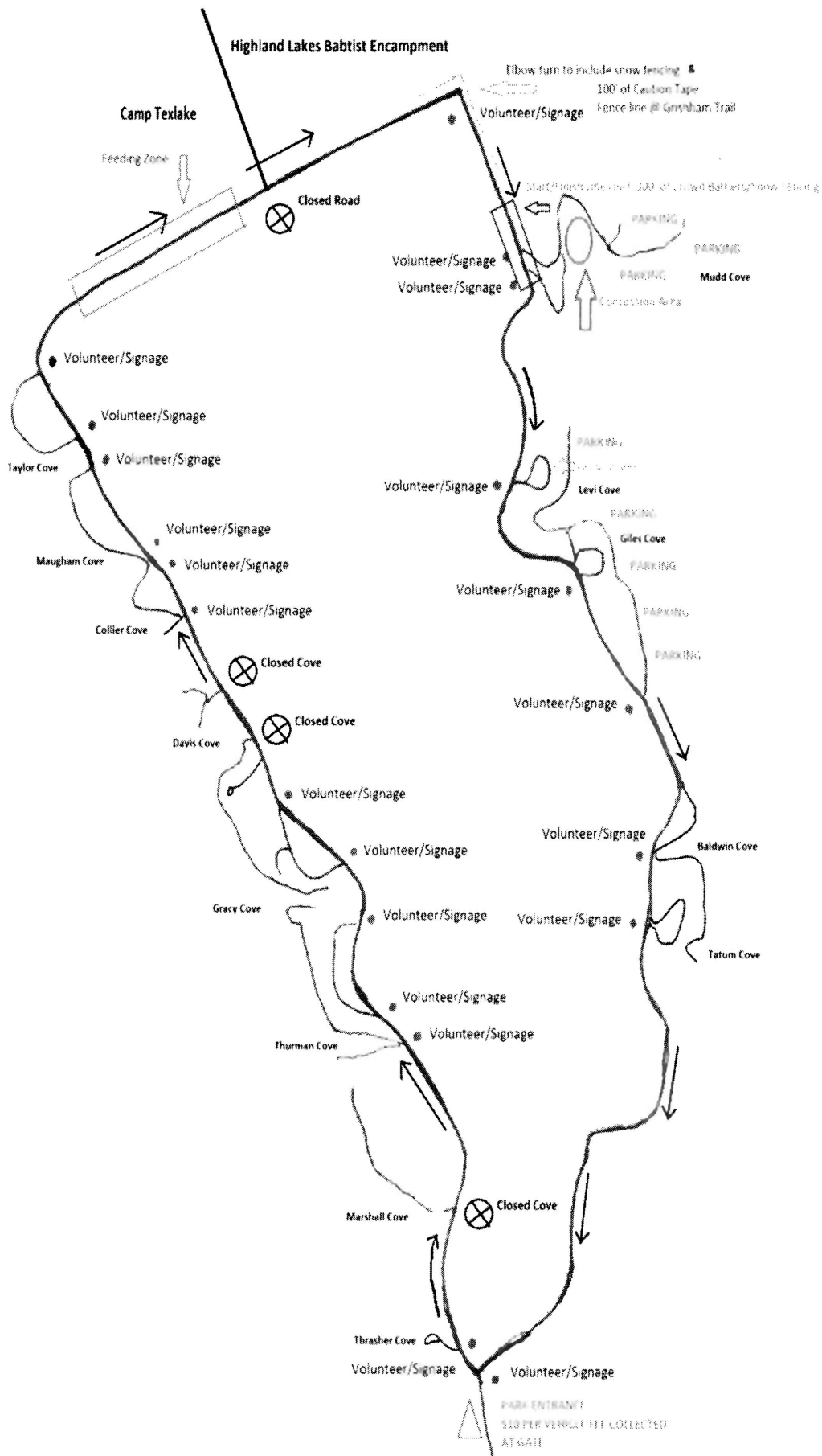
Todd Reed, Director of Team Hotel San Jose
Chairman of Boneshaker Board of Directors
treed@reedscardino.com
512-658-6579 cell#

From 2004 - 2012, Todd Reed served as the Executive Director of both San Jose Racing, LLC and Redbud Sports LLC, the two entities that managed and operated (1) the Team Hotel San Jose Cycling Team from 2004 - 2011; (2) the Thursday Night Crit Series during each March - August from 2004 - 2010; (3) the Austin Downtown Crit from 2005 - 2010; (4) the Pace Bend Road Race from 2004-2011; and (5) Miscellaneous other bike races including 2 Texas State Cross Championships and multiple criterium races in Austin at the Driveway and at Fiesta Gardens. In my capacity as the Executive Director of the San Jose Racing, LLC and Redbud Sports, Mr. Reed acted from time to time as both Race Director and Co-Race Director at all of the foregoing events and at those events where he did not serve as Race Director or Co-Race Director he had ultimate budget and oversight of the events and the management.

PACE BEND ROAD RACE
FEBRUARY 24, 2013
Pace Bend Park, Spicewood, TX

Race Direction will be Clockwise through 6.2 mi loop
Signage will alert drivers as to race and traffic direction
21 Volunteers to also alert drivers as to traffic direction

Proposal Submitted by Boneshaker Project
Contact: Riley Gerber, Executive Director, 512-947-1442



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 the Boneshaker Project ("Licensee"), a Texas nonprofit corporation.

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 as shown on map attached hereto as **Exhibit C**, (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 02/24/2013, (4) remove portable toilets by 5:00 p.m. on 02/25/2013, (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 02/24/2013, 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 24, 2013, 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 D** 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: **Boneshaker Project, a Texas nonprofit corporation
Riley Gerber
301 Congress Avenue, Suite 1250
Austin, Texas 78701
(512) 947-1442**

Todd Reed
Boneshaker Project, a Texas nonprofit corporation
Chairman of the Board
301 Congress Avenue, Suite 1250
Austin, Texas 78701
(512) 947-5791

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, a political subdivision of the State of Texas:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

Boneshaker Project, a Texas nonprofit corporation

By: Riley Gerber

Riley Gerber, Executive Director

Date: 1-15-13

EXHIBIT A
Special Event Checklist

Exhibit A

TRAVIS COUNTY PARKS Special Event Checklist

Event information needed:

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- **Name of event:** Pace Bend Road Race
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 - 1) Completed Travis County Parks Special Event Checklist. DONE
 - 2) Map of event area including race route, Start/Finish line/lines, feed zones, vending area, and parking area. DONE
 - 3) Insurance Certificate issued for: DONE
Travis County
PO Box 1748
Austin, TX 78767

- **Other items as necessary:**
 - 1) Event materials and scaffolding must be completely removed from the park by 9:00pm on the day of the event.
 - 2) All roadside litter (including feed zones), flagging, traffic signs, public notice signs or any other such items must be gathered and disposed of by 9:00pm on the day of the event. Dumpsters within the park may be utilized for this.
 - 3) Reservations for Improved Camping Area must be made with the Travis County Parks Desk (512-854-7275). All applicable fees apply. Reservation fees will be sent to the Parks Desk and Improved Camping fees will be collected at the park by park staff.
 - 4) All park rules apply including the prohibiting of the public display of the consumption of alcohol. This means that no evidence of alcohol can be present (i.e. beer cans, boxes/packaging, signs, and banners).
 - 5) A beer/wine garden will not be permitted due to the fact that this constitutes the public display of the consumption.

EXHIBIT B

Licensed Areas in Pace Bend Park

PACE BEND ROAD RACE
 FEBRUARY 24, 2013
 Pace Bend Park, Spicewood, TX

Exhibit B

Race Direction will be clockwise through S.2 of loop
 Signage will alert drivers as to race and traffic direction
 21 Volunteers to also alert drivers as to traffic direction

Proposal Submitted by Boneshaker Project
 Contact: Riley Garber, Executive Director, 512-947-1442

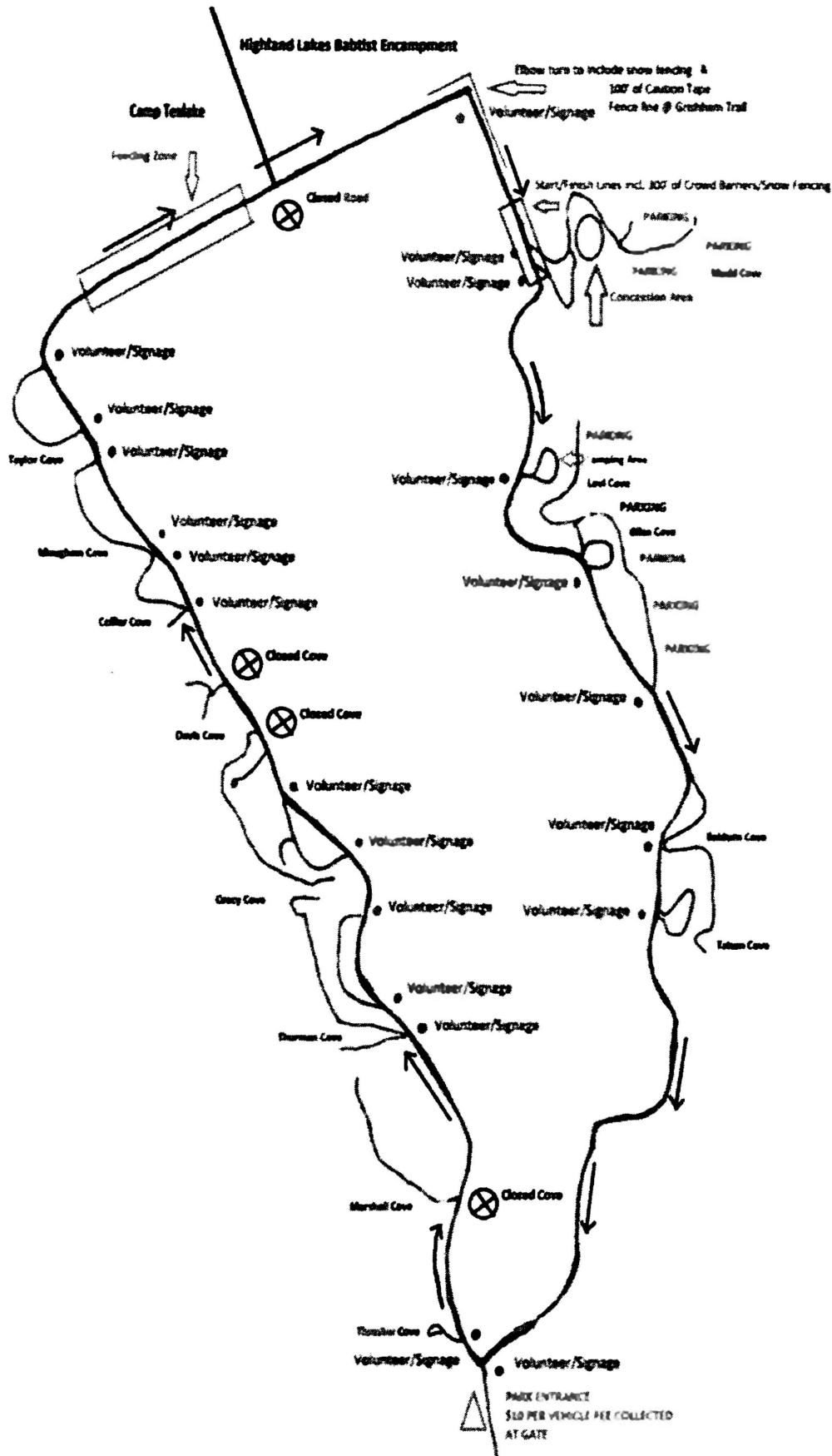
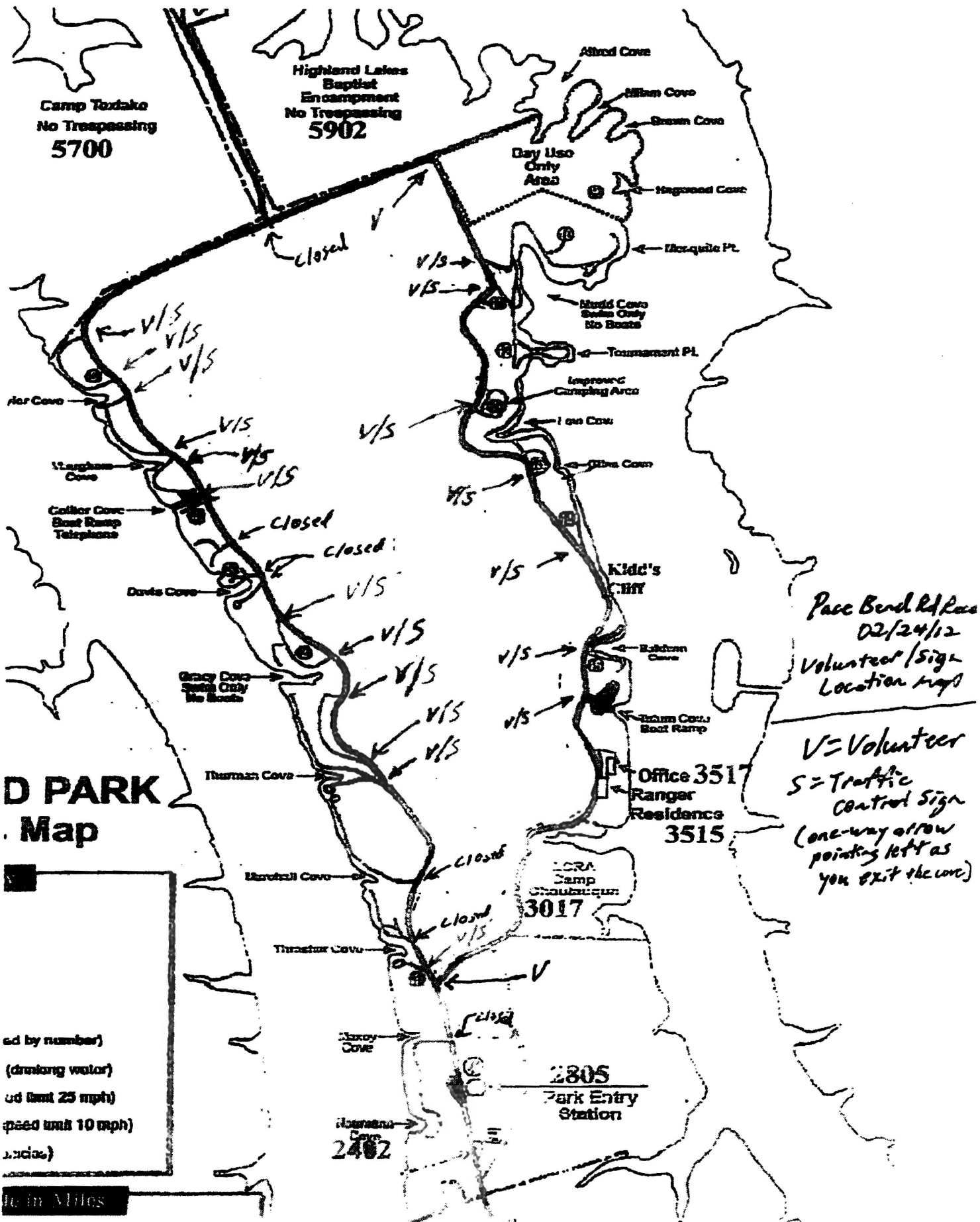


EXHIBIT C
Volunteer Placement Map
(to be attached)

Exhibit C



Pass Bend Rd/Race
 02/24/12
 Volunteer/Sign
 Location map

V = Volunteer
 S = Traffic
 Control Sign
 (one-way arrow
 pointing left as
 you exit the cove)

D PARK Map

- (ed by number)
- (drinking water)
- ud limit 25 mph)
- peed limit 10 mph)
- ...)

0 to 1 Miles

EXHIBIT D
Insurance Certificate
(to be attached)



Exhibit D

CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2

DATE (MM/DD/YYYY)
01/04/2013

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	
INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	NAIC# 20281-001
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 19233143 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 ISSUED	SUBS WORD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		79960314	12/31/2012	12/31/2013	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 - COM/PROP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRE/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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> 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)
Endorsement 80-02-2306: Additional Insured : As required by written contract, certificate holders are named as additional insured for USA Cycling sanctioned/permitted events.

Endorsement 80-02-9301: Event Organizer and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC event permit application and coverage will be afforded only for the specific event and dates on the permit.


CERTIFICATE HOLDER

CANCELLATION

Travis County
 P.O. Box 1748
 Austin, TX 78767

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





ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Texas, Inc.		NAMED INSURED USA Cycling, Inc. 210 USA Cycling Point Colorado Springs, CO 80919	
POLICY NUMBER 79960314		EFFECTIVE DATE: 12/31/2012	
CARRIER Federal Insurance Company	NAIC CODE 20281-001		

ADDITIONAL REMARKS

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

Event #2013-422
 Event Name: Pace Bend Road Race
 Event Location: Spicewood, TX
 Event Dates: 02/24/2013

Certificate Holder is an Additional Insured with respects to Event #2013-422, Pace Bend Road Race, in Spicewood, TX on 02/24/2013, but only with respect to the liability arising out of the Named Insured's Operations.



Liability Insurance

Endorsement

<i>Policy Period</i>	DECEMBER 31, 2012 TO DECEMBER 31, 2013
<i>Effective Date</i>	DECEMBER 31, 2012
<i>Policy Number</i>	7996-03-14
<i>Insured</i>	USA CYCLING, INC,
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	DECEMBER 4, 2012

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

State Or Political Subdivision - Permits

Any state or political subdivision designated below is an insured; but they are insureds only with respect to liability arising out of operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

Under Bodily Injury/Property Damage Exclusions, the following exclusion is added:

Bodily Injury/Property Damage Exclusions

Operations For State Or Political Subdivision

This insurance does not apply to bodily injury or property damage included within the products-completed operations hazard arising out of operations performed for any state or political subdivision designated as an insured.

Under Policy Exclusions the following exclusion is added:

Policy Exclusions

**Operations For State Or
Political Subdivision**

This insurance does not apply to bodily injury, property damage, advertising injury or personal injury arising out of operations performed for any state or political subdivision designated as an insured.

Designation Of State Or Political Subdivision

AS REQUIRED BY WRITTEN CONTRACT/PERMIT

All other terms and conditions remain unchanged.

Authorized Representative

