

Item 4



Travis County Commissioners Court Agenda Request

Meeting Date: April 16, 2013

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

Division Director/Manager: Charles Bergh

Department Head: *Carol B. [Signature]* Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action regarding a request from the Austin Ridge Riders Mountain Bike Club for a License Agreement to host a mountain bike race at Pace Bend Park in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The Austin Ridge Riders Mountain Bike Club is requesting the use of Pace Bend Park on Friday, April 19, 2013 through Sunday, April 21, 2013, to host a bike race (Bicycle Sport Shop Pace Bend Park Race) and festival. The Austin Ridge Riders are not requesting exclusive use of the park, therefore, no special use fees will be charged. 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 and associated rights-of-way. The races are to be confined to the existing mountain biking trails within the park interior and a section of Grisham Trail between Levi Cove and Mudd Cove. The section of Grisham Trail between Levi Cove and Mudd Cove will be closed from 7:00 AM to 3:00 PM on Sunday, April 21, 2013 as this section of roadway will be used for the staging, start and finish lines for the events. Traffic will be redirected past this section of closed road on a parallel roadway. The trails do not conflict with the established roadways.

The Texas Mountain Bike Racing Association (TMBRA) has sanctioned the race. 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, respond to emergency medical calls, and to resolve any conflicts with regular park users.

This will be the fourth year the Pace Bend (mountain bike) Race will be held at Pace Bend Park. This event was originally held at Travis County's Milton Reimers Ranch Park in 2008 and 2009 (formerly known as the Single Track Stampede) with great success. The race organizers estimate that over the event weekend, approximately

450-500 participants will take part in this year's event, with a similar number of spectators. The participants will compete in races held on the mountain bike trails in the park's interior. Parking areas have been designated by park staff to accommodate the expected increase in vehicles that will be in the park for this event.

Since the Pace Bend Race was held at Pace Bend Park for the last three years, there has been increasing demand for large mountain bike events. The Pace Bend Race is one of the Texas Mountain Bike Racing Association's officially sanctioned races in this year's Texas Cross Country State Mountain Bike Series. The Pace Bend Race will attract participants from across the state to the park.

STAFF RECOMMENDATIONS:

Staff recommends approval of this licensing agreement.

ISSUES AND OPPORTUNITIES:

The non-competitive bike races are scheduled for April 20, 2013, from 7:00 AM – 7:00 PM. The competitive races are scheduled for April 21, 2013, to start at 7:00 AM and conclude no later than 3:00 PM. These races will not significantly impact regular daily park visitation or visitor activities with the exception of the mountain bike trails being closed to the public on Sunday, April 21, 2013 for the competitive races and the detour around the event staging area.

The mountain bike trails will be open to the public on Saturday, April 20th as the races on Saturday will be informal and the trails will be used to by all participants to get familiarized with the race course.

The organizers have scheduled volunteers to be stationed at roadway intersections in order to safely control vehicular traffic on the roadways during the event.

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
- Copy of Insurance

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Roxanne Bonner	Asst. County Attorney	County Attorney	415-4186

Charles Bergh	Division Director	Parks	854-9408
Cynthia Weisinger	Race Director	Austin Ridge Riders	914-0669
Laura Scagno	Volunteer Coordinator	Austin Ridge Riders	828-1818

CC:

Robert Armistead	Division Manager	Parks	854-9831
Dan Chapman	Chief Park Ranger	Parks	263-9114
Dan Perry	District Manager	Parks	263-9114
Keith Rawlings	Park Supervisor II	Parks	264-3951

: :
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 Austin Ridge Riders Mountain Bike Club ("Licensee"), a Texas non-profit organization.

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 "Bicycle Sport Shop Pace Bend Race" mountain bike championship series 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 (the "License"). Approved areas (the "Licensed 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 Grisham Trail mountain bike trail between Levi Cove and Mudd Cove will be closed to the public on Sunday, April 21, 2013 only, between 7:00 a.m. and 3:00 p.m.; all other mountain bike trails, and the remaining areas within the County Park, will remain open to the public. The License includes the following rights and privileges: (a) the right to camp overnight, in accordance with existing County Park policy and rules; (b) the right (granted to Licensee and to third-party vendors, including Event sponsors and concessionaires) to display and sell products, merchandise and novelties, including food and non-alcoholic beverage

items; and (c) at the sole discretion with Travis County Parks representatives, the right to utilize ATVs for the purpose of assisting with transportation of personnel and equipment.

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.

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. 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. In addition, Licensee shall do the following in connection with the Event, all of which shall be coordinated and pre-approved by representatives of Travis County Parks:

- (a) arrange for temporary placement of trail marker signs along race course using County-approved materials and devices, and ensure removal of all such signage;
- (b) arrange for all preparatory trail maintenance;
- (c) ensure reasonably smooth traffic flow (vehicular, pedestrian and bicycle) into and out of the County Park;
- (d) arrange for pre-Event setup and staging activities;
- (e) arrange for placement of a sufficient (as determined by the Parks Division) number of portable restrooms in the Licensed Areas so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators;
- (f) draft and implement a trail mitigation plan in the event of wet trails; arrange for pre-Event drainage improvements, as needed;
- (g) repair, at its sole expense, within two months following conclusion of the Event, any trail damage caused by or in connection with the Event.
- (h) deliver public notice signage to the County Park at least one week prior to Event commencement;
- (i) remove all trash, course markings, and equipment from the County Park following Event conclusion and prior to Licensee's departure from the County Park.

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 Travis County Parks, a department within the Transportation and Natural Resources Department ("Travis County Parks") 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 Travis County Parks 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 the following days and hours (collectively, the "License Term"): (a) Friday, April 19, 2013 (purpose: setup and staging activities); (b) Saturday, April 20, 2013, beginning at approximately 7:00 a.m. (purpose: registration and payment of entry fees; traffic direction; parking and camping control; starting and finish line setup; course review; non-competition activities and festival); and (c) Sunday, April 21, 2013, beginning at approximately 7:00 a.m. and terminating at approximately 3:00 p.m. (purpose: registration fee collection; Course Marshall dispatch posting; race and associated raceday activities). 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, as well as all traffic control devices determined to be necessary by Travis County Parks to aid in directing traffic and parking vehicles. 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. Travis County Parks staff will maintain a tally of those persons entering the County Park

on behalf of Licensee (including Licensee's officials, employees, independent contractors and volunteers) by accepting Licensee-issued vehicle vouchers (one voucher per vehicle), which shall be presented to Parks staff prior to County Park entry; upon conclusion of the Event, County will present an invoice to Licensee, which Licensee shall pay immediately.

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

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 Travis County Parks 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 Dan Perry, District Manager, Travis County Parks, or other authorized Travis County Parks 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 Travis County Parks, 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 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: Cynthia Weisinger
Race Director
Austin Ridge Riders Mountain Bike Club
P.O. Box 300014
Austin, Texas 78703-0014
www.austinridgeriders.com

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

And: Steven Manilla, P.E.
Executive Manager
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: _____

Cynthia Weisinger

Race Director, Austin Ridge Riders Mountain Bike Club

Date: _____

EXHIBIT A

Licensed Areas in Pace Bend Park

EXHIBIT B
INSURANCE CERTIFICATE OF LICENSEE
(to be attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2013

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		NAIC#
	INSURER A: Federal Insurance Company		20281-001
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 19436448 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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	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 - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				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)

Endorsement 80-02-2306: Additional Insured : As required by written contract, Certificate Holders are named as Additional Insureds 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

Austin Ridge Riders Board of Directors PO Box 300014 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

Coll:4019329 Tpl:1570211 Cert:19436448 © 1988-2010 ACORD CORPORATION. All rights reserved.



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 #2013-754
 Event Name: Bicycle Sport Shop Pace Bend Race
 Event Location: Spicewood, TX
 Event Dates: 04/21/2013

Certificate Holder is an Additional Insured with respects to Event #2013-754, Bicycle Sport Shop Pace Bend Race, in Spicewood, TX on 04/21/2013, but only with respect to the liability arising out of the Named Insured's Operations.



Liability Insurance

Endorsement

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



TRAVIS COUNTY PARKS

Special Event Checklist

Event information needed:

- **Location:** Pace Bend Park
- **Name of event:** Bicycle Sport Shop Pace Bend Park Race
- **Date & Time of event:** April 19, 2013, 1:00 pm – April 21, 2013 7:00pm
Set up – April 19, 2013, Festival – April 20, 2013, Race – April 21, 2013.
- **Event Type (complete description and history if applicable):** Mountain Bike Race, presented by the Austin Ridge Riders, permitted by USACycling as part of the Texas Mountain Bike Racing Association Championship Series. This will be the fourth year the event will be held at this location. Logistics for this year's event are consistent with the three previous events.
- **Sponsors:** Bicycle Sport Shop
- **Licensee:** Austin Ridge Riders
- **Type of organization:** 501c3 nonprofit
- **Primary contact personnel:**
 - Title: Cynthia Weisinger, Race Director
 - Address: PO Box 300014 Austin, TX 78703
 - Phone numbers: 512-914-0669
- **Secondary contact personnel:**
 - Title: Laura Scagno, Volunteer Coordinator
 - Address: PO Box 300014 Austin, TX 78703
 - Phone numbers: 512-828-1818
- **Insured by:** USACycling
- **Holder of Insurance:** Austin Ridge Riders, Travis County is an additional insured within the policy
- **Estimated number of participants:** 500
- **Estimated number of spectators:** 1000
- **Proposed concessionaires/vendors:** Wahoo's fish tacos, Wholly Kabob
- **Special requests:**

(1) Entire trail system and interior area bordered by Pace Bend Park Road and Grisham Trail closed to public for 5am-7pm on Sunday, April 21, 2013.

(2) Use of ATVs on park roads and trail system to transport individuals and supplies as necessary for the event.

(3) Grisham Trail Rd. detoured at Levi Cove and Mudd Cove Sunday, April 21, 2013 from 7:00am – 3:00pm. Park Rangers have been hired to direct traffic at the two

- **Site visit date:** TBD

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

- **Law enforcement required:** Arrangements have been made for two officers to detour traffic at Mudd Cove and Levi/Giles Cove on Sunday morning per Travis County requirements.
- **EMS coverage required:** Arrangements have been made for two level 2 EMTs and a safety plan has been completed per Travis County and USACycling permit requirements.
- **Parking issues to be addressed (# volunteers, signage needed, barricades, etc.):** ARR requests park staff to mow the field adjacent to RV camping area to allow usage as volunteer parking area. The main parking area for the event will be on the peninsula between Mudd and Levi/Giles coves. Directional signage will be placed at intersections to assist event participants in locating the parking area.
- **Race direction, access and traffic flow issues, Start/Finish Line determination, traffic flow signs needed, barricades:** Grisham Trail will be closed to vehicle traffic on Sunday, April 21, 2013 from 7am – 3pm. Barricades will be needed at the detour at Mudd Cove and at Levi/Giles Cove. A Travis County Ranger will be posted at each detour point to manage traffic.
- **Additional portable restrooms required:** 10 regular plus one handicapped unit will be onsite.
- **Additional dumpsters required:** None needed.
- **Park fee collection issues:**

ARR will provide payment to the park at the end of each day or as otherwise requested. The amount due will be determined as follows:

(1) Racers - Pre-paid entry is available as an option with racer registration. Racers will print their registration receipt. The receipt will indicate the number of days the individual will be onsite and the amount paid. Receipts will be collected at the park entrance and serve as invoices used to tally the amount due from ARR.

(2) VIPs - Certain sponsors and volunteers will be issued VIP entry vouchers. These vouchers will specify the number days the individual will be onsite. These vouchers will be collected at the park entrance and used to tally the amount due from ARR. A limited number of VIPs will be camping in the RV area. This will be indicated on their voucher.

(3) RV camping – The ARR has reserved the entire RV camping area for the event and has assigned the sites to specific individuals. ARR will provide park staff a listing of individuals who will be camping in the RV area. MOST of these individuals will be

responsible for paying their camping fees upon arrival at the park. ARR will pay the camping fees only for those individuals able to provide a VIP voucher to the park that confirms that arrangement.

***All event participants will be advised that it is their responsibility to print their pre-paid entry receipt or VIP pass, and that if they forget to do so they will be required to pay the entry fee upon entrance to the park and then report to the Volunteer Sign-in Tent for reimbursement as appropriate. No voucher, no free entry. Arguing with park staff is not an acceptable option.

***ARR payment will be based on the total amount indicated by the receipts and vouchers collected.

***Any individual (volunteer, racer, VIP) who decides to stay in the park longer than is indicated on their voucher will be responsible for paying any additional fees required.

- **Public notices required:**

- 1) Steve Abbott @ Camp TexLake – 512-264-1004
- 2) Danny Dowdy @ Highland Lakes Camp and Conference Center – 512-264-1777
- 3) two 2'x3' signs reading "xxxxx" 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.

- **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) A list of concessionaires.
- 4) The placement of caution tape for 100' on the fence line located at the northern intersection of Pace Bend Road and Grisham Trail. The fence line is located on the east side of Grisham Trail.
- 5) 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.

- 6) 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).
- 7) A beer/wine garden will not be permitted due to the fact that this constitutes the public display of the consumption.

