

MOTION BY SUPERVISOR HILDA L. SOLIS

June 25, 2024

Authorize the Director of Parks and Recreation to Take the Necessary and Appropriate Actions to Reopen and Operate the Whittier Narrows Recreation Area Bicycle Moto-Cross (BMX) Facility

The Bicycle Moto-Cross (BMX) facility at the Whittier Narrows Recreational Area (WNRA) is managed by the Department of Parks and Recreation (DPR) and provides a significant opportunity for BMX riders to train, practice, race and convene with one another. BMX riding is an inclusive family sport and offers an active experience where riders of all ages can participate alongside their families. In Southern California tracks alone, there was a total of 2,830 full-time BMX memberships in 2023, with many BMX riders visiting the Whittier Narrows BMX facility. BMX participants at Whittier Narrows range from 17 months to 77 years of age and seventy percent of riders who participate in BMX racing at WNRA are youth between the ages of 7-17.

The Whittier Narrows BMX facility is essential to promoting access to BMX as its only one of two BMX facilities in Los Angeles County. This site serves as a crucial hub for youth and athletes, providing access for training and practice within the region. The

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Whittier Narrows BMX facility has offered practice races, state championship and Gold cup Qualifier races for novice, intermediate and experts levels and attracts BMX enthusiasts from across the region. In 2023, 4,215 people participated in BMX races at Whittier Narrows. BMX is one of the fastest and youngest cycling sports and is an official Olympic sport that will be featured at the upcoming 2028 Los Angeles Olympics.

USA BMX, an international non-profit organization, oversees all BMX track facilities throughout the Country. USA BMX provides both the oversight and technical assistance to public agencies and non-profits in managing BMX tracks to support the necessary scoring, competition guidelines and standards to become a sanctioned BMX track. In order to reopen the facility for official races, DPR will need to enter into a 5-year agreement with USA BMX to sanction the BMX track.

In addition to sanctioning the BMX track facility, DPR will also develop a fee structure to support the operations and maintenance of the facility, which includes the management of the practices and races, volunteer management and community outreach and coordination.

I, THEREFORE, MOVE that the Board of Supervisors:

1. Find that the proposed action to develop a fee structure is exempt from the California Environmental Quality Act (CEQA) according to section 21080(b)(8) of the California Public Resources Code and section 15273(a) of the State CEQA Guidelines because the action involves the establishment of charges to meet operating expenses; the proposed action to execute an Affiliation and Sanction Agreement with American Bicycle Association (USA BMX) is not a project under CEQA because it is an activity that is excluded from the definition of a project by section 21065 of the Public Resources Code and section 15378(b)(5) of the State CEQA

Guidelines because the action is an organizational or administrative activity of government which will not result in direct or indirect physical changes to the environment.

2. Authorize the Director of DPR or her designee, to execute the Affiliation and Sanction Agreement with the American Bicycle Association (USA BMX), in a form substantially similar to Attachment I, to offer organized Bicycle Moto-Cross (BMX) races and practices sanctioned by USA BMX.
3. Pursuant to Government Code section 50402, adopt the attached resolution (Attachment II) to establish use and service charges for use of the BMX Facility in the amounts provided in the resolution.



Affiliation and Sanction Agreement

1. The Local Organization, as identified herein below, will operate its BMX facility (BMX Facility) located at [Whitter Narrows Recreation Area – 1601 Rosemead Blvd, South El Monte, CA 91733], for the purpose of offering organized Bicycle Moto- Cross (BMX) racing and practicing to be sanctioned only by the American Bicycle Association (USA BMX). In turn, the USA BMX agrees to sanction the Local Organization and provide services available by the USA BMX including, but not limited to, the issuance and tabulation of USA BMX points, the use of the USA BMX logo and associated artwork and the benefit of USA BMX promotional programs.
2. This Agreement shall commence on the date this Agreement is signed by an authorized official of the USA BMX and end on _____, During the term of this Agreement, the only BMX race events that the Local Organization will sponsor at the BMX facility shall be sanctioned USA BMX BMX race events. This Agreement does not otherwise limit the Local Organization's use of the BMX facility for non-BMX race events. Throughout the duration of this Sanction Agreement ("Agreement"), the Local Organization shall not otherwise use the BMX Facility for BMX race(s) sanctioned by or affiliated with any other organization or entity nor otherwise compete against the USA BMX in the State or geographic segment (as defined in paragraph 18 below) where the Local Organization's track is located. Paragraph eighteen (18) of this Agreement is hereby expressly incorporated in its entirety as a part of this paragraph two (2).
3. Throughout the term of this Agreement and so long as Local Organization is not in breach of this Agreement, the Local Organization shall have the right to use the registered trade name "American Bicycle Association" and to include the USA BMX logo relative to the promotion and advertising of USA BMX sanctioned events to be held at the Local Organization's track. The USA BMX retains exclusive ownership of the trade name and logo. The Local Organization will construct, operate and maintain its track and shall run USA BMX sanctioned events substantially in accordance with the Track Operator's Manual as published by the USA BMX and in accordance with any and all other rules of the USA BMX as may be published by the USA BMX at various times, including those set forth in the Track Operator's Manual, and those set forth in other publications by the USA BMX.
4. The USA BMX is the developer and exclusive owner of certain computer software programs, marketing packages, Track Operator's and other manuals, sanctioning agreements, drawings, records, specifications, equipment, designs, race schedules, agreements and contracts with vendors, lessors, other sanctioning organizations and other items and materials not generally known by non-USA BMX personnel (hereafter "Confidential Information") which the Local Organization may obtain knowledge of or access to as a result of being sanctioned by the USA BMX. The USA BMX considers any and all such Confidential Information to be trade secrets. The Local Organization shall not, directly or indirectly, use said Confidential Information in any manner, nor, directly or indirectly, disclose, display, provide or otherwise make available all or any part of any such Confidential Information to any person or entity not sanctioned by the USA BMX at any time, unless the Local Organization has received prior written permission from the USA BMX to do so, except as required by the Local Organization to perform its obligations and otherwise comply with the terms and conditions of this Agreement and with the Track Operator's Manual of the USA BMX. Notwithstanding, the Parties acknowledge that the Track Operator is subject to the California Public Records Act. (Cal. Gov. § 7920.000 *et seq.*) USA BMX shall mark appropriate records as "trade secret", "confidential", or "proprietary". In the event the Track Operator is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, or records marked "trade secret", "confidential", or "proprietary", the USA BMX agrees to defend and indemnify the Track Operator from all costs and expenses, including reasonable attorney's fees, in any action or liability arising from withholding the aforementioned records under the Public Records Act.
5. The USA BMX agrees to award USA BMX points to riders that legally participate in USA BMX sanctioned events operated in accordance with all USA BMX rules and procedures and held at the Local Organization's track.
6. This Agreement entitles the Local Organization to participate in all programs offered in the State or regional segment where the Local Organization's BMX track is located, including, but not limited to, the USA BMX Gold Cup program and the USA BMX State Championship series.
7. Because of the need to promptly enter data into the USA BMX's computerized point standing data base, as well as the need to meet other publishing and reporting deadlines, the Local Organization agrees to provide to the USA BMX within fourteen (14) days following the conclusion of each USA BMX sanctioned event all applicable paperwork and funds, including, but not limited to, all original moto sheets, membership applications, track operator reporting forms and fees for memberships, insurance and sanctioning documents in accordance with the USA BMX's then current requirements for such reporting.
8. The Local Organization agrees that it shall, at all times throughout the term of this Agreement, it shall either, elect to self-insure, or maintain and enforce a policy or policies of insurance written by insurance carriers selected by or approved by the USA BMX wherein the USA BMX is the policy holder and named additional insured, which shall insure against liability or injury to and/or death of, and/or damage to the property of, any person or persons, including participants, with aggregate policy limits not less than \$5,000,000 per person and occurrence. If offered by the USA BMX, the Local Organization may fulfill this requirement through the payment of insurance fees to the USA BMX in accordance with the schedule of such fees which may be adjusted from time to time, whereby the USA BMX will acquire such liability insurance which meets or exceeds the amounts and coverage specified herein. In any event, whether secured by the Local Organization or by the USA BMX, any and all such insurance will include as named insured the USA BMX, the Local Organization, all Employees, Agents, Volunteers, Track Operators, Officials and all Board Members of said Organizations. To the extent any claims, damages, costs, including attorney fees, or other sums incurred by or asserted against the USA BMX as a result of any act or omission by the Local Organization is not paid by or



covered by the foregoing insurance, Local Organization shall indemnify, hold harmless and reimburse USA BMX upon demand for all such amounts to the extent said loss was caused by or contributed to, in whole or in part, by the errors, omissions, intentional acts and/or negligence of the Local Organization.

9. This Agreement is between the USA BMX and the Local Organization and may not be transferred or assigned by the Local Organization to any other person or entity without the Local Organization first obtaining the express written consent of the USA BMX, which consent the USA BMX shall be under no obligation to grant and which the USA BMX may refuse to grant for any reason whatsoever in the sole and unfettered discretion of the USA BMX.
10. This Agreement shall not make the Local Organization or the Track Operator a subsidiary, a partner, limited partner, joint venture or in any other way associated with the USA BMX other than as set forth under the terms of this Agreement. The Local Organization has no authority, express or implied, to speak for, bind, or obligate the USA BMX in any manner whatsoever whether contractually or otherwise.
11. The USA BMX hereby reserves the right to inspect the Local Organization's BMX track at any and all reasonable times to ensure compliance with the terms and conditions of this Agreement, with the Track Operator's Manual, and all other rules and regulations of the USA BMX.
12. Each of the terms and provisions contained in this Agreement are separate, independent, and severable. In the event that all or any portion of this Agreement is deemed by a court, arbitrator, tribunal, or otherwise, to be null, void, invalid, unenforceable and/or of no effect or otherwise not binding upon either of the parties, in whole or in part, said fact shall not be deemed to in any manner affect the validity of any of the remaining portions or provisions of this Agreement, all of which the parties agree shall remain in full force and effect. If a court or other tribunal finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
13. The parties agree that, in addition to any form of legal or equitable relief that may be available to the USA BMX hereunder, in the event of a breach or a threatened breach of any of the terms and conditions contained in paragraphs two (2), three (3) and/or four (4), herein, the Local Organization agrees that in order for the USA BMX to fully protect its rights hereunder, it may be necessary for the USA BMX to obtain injunctive relief. Accordingly, the parties specifically agree that in the event of a breach or a threatened breach of any term or condition contained in said paragraphs two (2), three (3), and/or four (4), herein, the USA BMX shall be entitled to a preliminary and permanent injunction upon the posting of a nominal bond enjoining the Local Organization from committing or continuing any acts constituting such a breach, provided, in the event of a threatened breach, the USA BMX has given the Local Organization prior notice in writing to its address on file with the USA BMX not less than five (5) days before requesting said relief and the Local Organization has failed to remedy the breach within said period.
14. This Agreement shall be construed and governed by the laws of the State of California and the exclusive venue and jurisdiction of any litigation arising from this Agreement shall be in the Los Angeles County.
15. Subject to the assignment restrictions in paragraph nine (9) above, this Agreement is binding upon all successors, assigns, affiliates-direct and indirect, representatives, heirs, and entities with ownership common to the Local Organization.
16. Intentionally Omitted.
17. The Local Organization and USA BMX acknowledge and agree that USA BMX has no ownership interest in, no managerial and/or supervisory control over, and possesses no leasehold or other possessory or ownership interest in, the "Track" (defined hereafter); and further, that USA BMX is not responsible for the physical maintenance, care, upkeep, painting, signage, parking lot configuration, parking lot spacing (including the number and type of spaces), allocation of facilities (parking, restrooms and otherwise) for persons with disabilities or otherwise, and/or assuring or maintaining the integrity of any and all physical structures which comprise and/or are situated at, near or upon the real property, or the property surrounding the real property, upon which the Local Organization conducts its BMX racing, practicing, and other activities (all said real property and surrounding real property hereafter "Track"). As such, the Local Organization hereby agrees to release, indemnify, defend, and hold harmless, USA BMX from any and all claims seeking equitable, monetary, and/or administrative relief of any and all kind or nature which might be asserted by any third parties or entities (including federal, state or local government entities), and whether or not said claims are direct, indirect or derivative, and whether or not said claims are made against the city, the county, the state, the Local Organization, and/or directly against USA BMX, to the extent that any such claims are involved in, arise out of, or are related to the Track, or the Local Organization's operation of bicycle motocross (BMX) racing and practicing at said Track, and which claims are based upon, arise out of, or are related to, any alleged violations by anyone of any of the following statutes (each, as amended): Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Age Discrimination and Employment Act of 1967 (including the Older Workers Benefit Protection Act); the Equal Pay Act of 1963; the Americans With Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; the Fair Labor Standards Acts; or the state or local counterparts of any of the foregoing federal acts and statutes; or which claims are based upon (in part or whole) any other federal, state or local civil or human rights laws, or under any other local, state or federal, law, regulation, or ordinance seeking to impose liability of any kind for the violation of said civil or human rights laws, including but not limited to, claim for costs, fees, or other expenses, including attorney's



fees, incurred in and/or related to any of the foregoing matters.

18 The "State or Geographic segment" referenced in paragraph two (2) of this Agreement is hereby defined as follows: State of CA.

Local Organization: _____

By: _____
(Signature) (Title) (Date)

By: _____
(Signature) (Title) (Date)

Track Name/BMX Facility: Whitter Narrows BMX

Track Number: #1202

DO NOT SIGN IN THE BOX BELOW – FOR USA BMX USE ONLY!

American Bicycle Association (USA BMX)		
By: _____	Chief Executive Officer/CEO	_____
(Signature)	(Title)	(Date)
Please return completed form with signatures to: USA BMX, P.O. Box 718, Chandler, AZ, 85244		

PLEASE SIGN AND RETURN ALL THREE PAGES OF THIS AGREEMENT

RESOLUTION TO ESTABLISH NEW PARK AND RECREATION FEES

WHEREAS, the County of Los Angeles, Department of Parks and Recreation offers services and recreational opportunities at parks similar to other neighboring parks and recreation organizations at which fees are collected; and

WHEREAS, pursuant to Government Code section 50402, the County has the authority to charge for use of park and recreational facilities as provided by resolution of the governing body; and

WHEREAS, these costs do not exceed the cost of the services provided by the County and are reasonable in comparison to other municipal and public agencies; and

WHEREAS, the proposed Department fees are exempt from "Proposition 26" California Constitution, Article XIII C, section 1(e)(2), exception for fees for services and products provided and section 1(e)(4), exception for use of government property and do not need voter approval; and

WHEREAS, all recommended new fees for County park facilities funded or improved with State bond park funds are not in excess of 125 percent of similar fees charged by the State Department of Parks and Recreation for the use of State facilities; and

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles, State of California as follows:

The Department of Parks and Recreation fees for BMX facilities shall be adopted in the amounts specified in Attachment III, effective upon adoption.

The foregoing resolution was adopted on _____ day of _____, 2024, by the Board of Supervisors of the County of Los Angeles, and the ex-officio governing body of all other special assessment and taxing district agencies and authorities for which the Board so acts.

Approved and adopted the 25th day of June, 2024.

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the Los Angeles County Board of Supervisors acting as the governing body of the Los Angeles Department of Arts and Culture following a roll call vote:

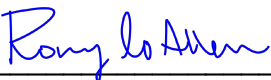
Ayes:
Noes:
Absent:

Executive Officer-Clerk of the
Board of Supervisors of the
County of Los Angeles

Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel



Senior Deputy County Counsel

DEPARTMENT OF PARKS AND RECREATION BMX FACILITY FEES

EVENT	FEE	CATEGORY
Practice/Open Session	\$10 per rider	All Age Groups and Classification
Official Race Session	\$15 per rider	All Age Groups and Classification
State/ Qualifying Race	\$50 per rider	All Age Groups and Classification