DATE: January 12, 2021

TO: Mayor and Council Members

FROM: Parks, Recreation and Community Services Department

SUBJECT: Edward Vincent Park Improvement Project – Pump Track

RECOMMENDATION:
It is recommended that the Mayor and Council Members approve an agreement with Grow Cycling Foundation for the installation of a Pump Track at Edward Vincent Park at no cost.

BACKGROUND:
Grow Cycling Foundation (GROW) is a registered 501(c)3 organization. GROW was established to create new avenues for inclusive community building and career development in the cycling industry. It was also established to empower existing programs working to tear down the barriers to entry in cycling for marginalized communities. GROW promotes education, access and opportunities that increase diversity and inclusion in cycling.

The City of Inglewood was recently notified by GROW that Edward Vincent Park has been unanimously selected to be the location they fund to build a pump track. The track will be completely financed (100%) by Grow Cycling Foundation and constructed by Velosolutions USA, Inc. Velosolutions USA, Inc. is the sole contractor for Red Bull competition pump tracks. Grow Cycling is founded by Elliot Jackson, former World Cup Downhill Mountain Bike Racer, commentator for Red Bull TV, and entrepreneur.

Grow Cycling Foundation’s commitment extends beyond building the pump track. They are committed to promoting the sport of cycling and rider engagement community-wide, developing talent and increasing access to career opportunities in the cycling community, sponsoring programs that build long-term engagement with city-based schools, businesses, nonprofits, social and cultural organizations, and ongoing support for GROW sponsored events.

DISCUSSION:
The City has been selected by GROW to receive a Pump Track at Edward Vincent Park. The project description is as follows:

- **Pump Track** – An asphalt paved, closed loop pump track, consisting of undulating rollers, banked turns and features to enhance the play experience, serving a wide range of age groups and non-motorized wheeled vehicles, e.g. bicycles, scooters, etc. The pump track will be inset two (2) feet below grade, with a starting platform height of two (2) feet above grade. Dry wells will be dug in the center islands to ensure proper drainage. The site will be laser graded, sculpted and compacted, with a subbase and asphalt surface. Final stage of the pump track will include artificial turf and/or soil and sod for the surrounding areas inside and outside of asphalt paths. New irrigation heads will be added where new sod is installed. The pump track will be a special, one-of-a-kind design that will be fully customized to accommodate the location. The image provided in Exhibit A is a sample layout for informational purposes only and is not the actual design of the pump track for the location.
Regular maintenance and related costs will be required for sod. Asphalt will be maintenance free. Sealcoating can be applied for a fresh “makeover” every 10 years or sooner, depending on wear, at a cost of approximately $3,000. Sealcoat and application costs may increase over time. The existing charcoal grill will be removed for safety reasons. The track will be approximately 10,000 – 12,000 sq. ft.

Funding in the amount of $1.2M is required to complete the necessary improvements. Grow Cycling Foundation has committed to providing a gift to cover the full amount of $1.2M. No funds are required from the City for construction of the pump track. The respective financial contributions are as follows:

<table>
<thead>
<tr>
<th>Project Location</th>
<th>CITY</th>
<th>THE GROW CYCLING FOUNDATION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Edward Vincent, Jr. Park</td>
<td>$0</td>
<td>$1.2M</td>
<td>$1.2M</td>
</tr>
<tr>
<td>700 Warren Lane</td>
<td></td>
<td></td>
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<tr>
<td>Inglewood, CA 90302</td>
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</tbody>
</table>

In exchange for the gift, the City agrees to the following:

1. Allow Grow Cycling Foundation to perform the necessary construction work through the use of their own contractors. Velosolutions will be contracted by Grow Cycling Foundation to manage installation of the improvements.

2. Maintain the pump track in a safe and attractive manner consistent with donors’ image and reputation, and in accordance with the terms and conditions of applicable product warranty(ies).

3. Recognize donors for their contributions through the placement of names, logos, trademarks, and appropriate signage on the fields which shall be kept in place for so long as the fields are in operation. The content, design, size, and placement of all signage will be determined by mutual agreement of all parties and consistent with the City’s sign laws and sponsorship policies.

4. Ensure that the pump track is used exclusively for recreation and play activities for so long as the fields remain open to the public.

5. Allow usage of the field by donors for sports and/or special events upon reasonable notice and approval by the City at no cost for the facility. The City will not charge donors a fee for use of the fields for the events, but may charge personnel expenses for staff supervision, security, maintenance, and/or traffic control during the event(s).

6. Ensure fast tract, complimentary, simplified City permits for food vendors sponsoring Grow Cycling Foundation Pump Track Events.

7. Ensure introductions to Inglewood schools to promote youth engagement.
8. Ensure introductions to complementary Inglewood-based businesses to promote community engagement.

9. Provide marketing, media and public relations support of pump track and Grow Cycling Foundation Pump Track events, including City social media.

In accordance with the gift and terms of the attached agreement, Grow Cycling Foundation will:

1. Contract with Velosolutions and or contractors and make payments directly to vendor.

2. Require Velosolutions and or contractors to agree in writing to be in compliance with all applicable local, state, and federal regulations and requirements as related to the field improvements.

3. Require Velosolutions and or contractors performing work on the pump track to possess appropriate insurance coverage(s) in compliance with the terms and conditions of the Right of Entry Permit issued by City, authorizing performance of the improvements.

4. Require Velosolutions and or contractors to adhere to the terms and conditions of this agreement and require that the improvements be performed in accordance with the plans and specifications mutually approved by the City and The Grow Cycling Foundation.

5. Ensure program development and implementation for increasing pump track rider engagement.

6. Ensure ongoing support for pump track sponsored events and promotions, including the potential of hosting the Red Bull Pump Track World Championships.

7. Engage the support of City-based partner programs with the aim of helping partners become sustainable pump track leadership.

8. Ensure long-term commitment to the pump track as a hub to grow and develop talent to access opportunities in the cycling industry.

If approved and once completed, the site will be eligible to host future Red Bull World Pump Track Competitions. Staff requests the Mayor and Council Members approve the attached agreement between the City of Inglewood and Grow Cycling Foundation for the installation of a pump track at Edward Vincent, Jr. Park.

FINANCIAL/FUNDING ISSUES AND SOURCES:
No funding is required for the installation. However, approval of the project will require the City to incur future costs of maintaining the pump track. It is anticipated costs will be negligible initially as daily general maintenance (removal of trash and debris and cleaning turf) will be absorbed as a regular course of duty. However, the City will incur costs in the future for long-term maintenance of the sod and sealcoating. Funds for maintenance will be available in the Department’s approved fiscal budget under account code no. 001.070.7021.44870.00 (PRLS - Parks Administration, Contract Services).
LEGAL REVIEW VERIFICATION: 
Administrative staff has verified the legal documents accompanying this report has been submitted to, reviewed and approved by the Office of the City Attorney.

FINANCE REVIEW VERIFICATION: 
Administrative staff has verified that this report in its entirety, has been submitted to, reviewed and approved by the Finance Department.

BUDGET REVIEW VERIFICATION: 
Administrative staff has verified that this report in its entirety, has been submitted to, reviewed and approved by the Budget Division.

DESCRIPTION OF ANY ATTACHMENTS:
Attachment No. 1 - Agreement
Attachment No. 2 - Grow Cycling Proposal

PREPARED BY:
Sabrina Barnes, Parks, Recreation and Library Services Director
Teresa Estrada, Recreation Superintendent

COUNCIL PRESENTER:
Sabrina Barnes, Parks, Recreation and Library Services Director
APPROVAL VERIFICATION SHEET

DEPARTMENT HEAD APPROVAL:  
Sabrina Barnes, Parks, Rec., & Comm Svcs. Director

ASSISTANT CITY MANAGER APPROVAL:  
Louis Atwell, Assistant City Manager

CITY MANAGER APPROVAL:  
Artie Fields, City Manager
Attachment No. 1
Agreement
AGREEMENT
BETWEEN THE CITY OF INGLEWOOD AND Grow Cycling Foundation FOR THE
INSTALLATION OF A PUMP TRACK
AT EDWARD VINCENT PARK

THIS AGREEMENT (“AGREEMENT”) is entered into this______day of January, 2021 (the “EFFECTIVE DATE”), by and between the City of Inglewood, a municipal corporation (“CITY”) acting by and through its Parks, Recreation and Library Services Department (“PRLSD”) and Grow Cycling Foundation, a Delaware nonprofit corporation (“GROW”), for the installation of a Pump Track at Edward Vincent Park. GROW may be referred to herein as “DONOR.” CITY and GROW may each be referred to individually as a “PARTY” and collectively as the “PARTIES.”

WHEREAS, CITY, through its PRLSD owns, operates and maintains real property commonly known as Edward Vincent Park (“PROJECT LOCATION”), located at 700 Warren Lane, Inglewood, CA 90302; and

WHEREAS, GROW has a mission to increase inclusiveness, belonging and equitable access to the sport of cycling and global cycling career opportunities, and promote the positive impact of cycling on the lives of people from all generations. In accordance with its mission, GROW supports a wide array of key cornerstone programs promoting and incorporating cycling and recreation programs with education and development, health and wellness, and benefiting children and families and, is exempt from federal income taxation under Internal Revenue Code (“IRC”) Section 501(c)(3) and not a private foundation under Section 509(a) of the Code; and

WHEREAS, PRLSD seeks to improve its park facilities and promote active sports play among youth in Inglewood; and

WHEREAS, the DONOR desires to provide the necessary funding to develop a pump track at the PROJECT LOCATION described below (the “PUMP TRACK”) as a Grow Cycling pump track, with a total monetary value of up to $1,200,000 as described in Exhibit A; and

WHEREAS, CITY is not asked to contribute funding for any portion of the construction of the PUMP TRACK as further described below; and

WHEREAS, DONOR desires to provide funding in the amount up to $1,200,000, as further described below, for the PUMP TRACK, pursuant to project plans and specifications mutually approved by the PARTIES; and

WHEREAS, DONOR wishes to provide, and CITY wishes to accept, a gift consisting of the DONOR’S IMPROVEMENTS (“GIFT”) to be constructed and/or installed at the PROJECT LOCATION and funded through DONOR’S respective financial contributions; and
WHEREAS, CITY is not required to make a financial contribution to the construction and/or installation of the PUMP TRACK.

NOW, THEREFORE in consideration of the forgoing and the terms and conditions contained herein, and the performance thereof, the PARTIES to this AGREEMENT hereto mutually agree as follows:

Pursuant to this AGREEMENT, the PARTIES hereby agree to work cooperatively to have the PUMP TRACK installed at the PROJECT LOCATION, as described herein, and DONOR hereby agrees to donate the GIFT to CITY, and CITY hereby agrees to accept such GIFT, on the terms and conditions set forth below.

1. Agreement Contacts.

CITY: City of Inglewood - City Clerk  
One W. Manchester Blvd., Ste. 500  
Inglewood, CA 90301

Attn: Aisha Thompson, City Clerk  
Parks, Recreation and Library Services Department  
One W. Manchester Blvd., Ste. 500  
Inglewood, CA 90301

Attn: Sabrina Barnes, Director

GROW: Grow Cycling Foundation  
121 South Hope Street, Ste. 409  
Los Angeles, CA 90012  
Attn: Joi Jackson, President & CEO

2. The Project. GROW shall contract with Velosolutions USA, Inc. ("VELOSOLUTIONS") to manage the design, construction and installation of the DONOR IMPROVEMENTS at the PROJECT LOCATION, including, without limitation, the coordination of work with any contractors and/or subcontractors (collectively, the "CONTRACTORS") hired by VELOSOLUTIONS and/or GROW. The DONOR IMPROVEMENTS will be installed in accordance with the project description and cost estimates attached hereto as Exhibit A, which is incorporated herein by this reference.
DONOR'S and each Founding/Corporate Sponsors name, logo, or other identifying marks, as attached hereto and incorporated herein as Exhibit B, may, upon the prior written consent of such DONOR, be incorporated into the design of the completed PUMP TRACK, on or around the particular PUMP TRACK, its platform, or other PUMP TRACK amenity, subject to CITY's approval.

DONOR and VELOSOLUTIONS shall be provided access to the PROJECT LOCATION, including, without limitation, the ingress-egress and usage of certain areas for staging and storage, under the authority of a Right of Entry Permit ("ROE") issued by PRLSD.

3. The GIFT. DONOR agrees to provide the GIFT consisting of the DONOR'S IMPROVEMENTS as described in Exhibit A. The total value of the GIFT is $1,200,000.

4. Financial Contributions. The PARTIES agree that their respective financial contributions described herein shall be allocated as indicated below.

<table>
<thead>
<tr>
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<th>GROW CYCLING</th>
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<tr>
<td>Edward Vincent Park 700 Warren Lane</td>
<td>$0</td>
<td>$1,200,000</td>
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</table>

The PARTIES acknowledge and agree that, in the event of project cost overruns and/or savings required by or due to a change in the scope of DONOR IMPROVEMENTS, the implementation of any changes in the scope of DONOR IMPROVEMENTS or reallocation of funding ("PROJECT CHANGES") shall be subject to the mutual agreement of the PARTIES. Said mutual agreement may require the prior approval of the Inglewood City Council. Upon approval of the PROJECT CHANGES by the PARTIES, GROW shall coordinate with VELOSOLUTIONS to have VELOSOLUTIONS implement such PROJECT CHANGES pursuant to the intent mutually agreed to by the PARTIES.

5. CITY's Covenants: CITY hereby covenants that, in order to induce DONORS to enter into this AGREEMENT and to provide the GIFT:

(a) CITY will maintain the PUMP TRACK in a safe and attractive manner consistent with DONOR'S image and reputation, and in accordance with the terms and conditions of applicable product warranty(ies);
(b) CITY, which owns the PROJECT LOCATION, will ensure that the PROJECT LOCATION is free of any liens, encumbrances, or third-party claims that would be inconsistent with the intent that the PUMP TRACK be used for recreation and play activities;

(c) CITY shall obtain, or shall assist VELOSOLUTIONS in obtaining, all necessary permits, authorizations and consents, as well as right of entry to access the park site to perform the necessary work;

(d) CITY shall recognize DONOR for their contributions through the placement of DONORS' names, logos, trademarks, and appropriate signage ("DONORS' SIGNAGE"), see Exhibit B on the PUMP TRACK, which DONORS' SIGNAGE shall be kept in place for so long as the PUMP TRACK is in operation. The content, design, size, and placement of all DONORS' SIGNAGE at the PUMP TRACK shall be determined by mutual agreement of the PARTIES, and shall be consistent with the CITY's sign laws and PRLSD Sponsorship Recognition Policy, and shall require approval by City of Inglewood prior to being placed or installed at the PUMP TRACK;

(e) CITY shall ensure that the PUMP TRACK shall be used exclusively for recreation and play activities for so long as the PUMP TRACK remains open to the public; and

(f) CITY shall ensure fast track, complimentary, simplified permits for Inglewood-based food vendors sponsoring DONOR PUMP TRACK events; and

(g) CITY shall ensure fast track, complimentary, simplified permits for Inglewood-based non-food vendors sponsoring DONOR PUMP TRACK events; and

(h) CITY shall ensure introductions to CITY schools to promote youth engagement with DONOR PUMP TRACK and DONOR PUMP TRACK events; and

(i) CITY shall ensure introductions to complementary Inglewood-based businesses to promote community engagement with DONOR PUMP TRACK and DONOR PUMP TRACK EVENTS; and

(j) CITY shall provide marketing, media and public relations support of PUMP TRACK and DONOR PUMP TRACK events, including on CITY social media platforms; and
(k) CITY is authorized to enter into this AGREEMENT.

6. DONOR’s Covenants: DONOR hereby covenants that, in order to induce CITY to enter into this AGREEMENT and to accept the GIFT:

(a) In accordance with the GIFT and this AGREEMENT, GROW shall contract with VELOSOLUTIONS and/or CONTRACTORS, and shall make payments directly to VELOSOLUTIONS and/or CONTRACTORS, if applicable, for costs and expenses related to DONORS IMPROVEMENTS in accordance with the project description and cost estimates attached hereto as Exhibit A and/or as mutually agreed upon by the PARTIES, at no cost or expense to CITY;

(b) In any contracts entered into hereunder by GROW with VELOSOLUTIONS and/or any CONTRACTORS, GROW shall require VELOSOLUTIONS and/or such CONTRACTORS, to agree in writing to be in compliance with all applicable local, state, and federal regulations and requirements as related to the DONORS IMPROVEMENTS;

(c) In any contracts entered into hereunder by GROW with VELOSOLUTIONS and/or any CONTRACTORS, GROW shall require VELOSOLUTIONS and/or such CONTRACTORS performing DONORS IMPROVEMENTS at the PROJECT LOCATION to possess appropriate insurance coverage(s), to sign both a waiver of liability and indemnity agreement in compliance with the terms and conditions of the Right of Entry Permit issued by PRLSD, authorizing the performance of the DONORS IMPROVEMENTS at the PROJECT LOCATION;

(d) In any contracts entered into hereunder by GROW with VELOSOLUTIONS and/or any CONTRACTORS, GROW shall require that VELOSOLUTIONS and/or such CONTRACTORS adhere to the terms and conditions of this AGREEMENT;

(e) In any contracts entered into hereunder by GROW with VELOSOLUTIONS and/or any CONTRACTORS, GROW shall require that the DONORS IMPROVEMENTS be performed in accordance with plans and specifications mutually approved by the PARTIES, and pursuant to the terms and conditions of this AGREEMENT; and,

(f) DONOR shall ensure program development and implementation for increasing PUMP TRACK rider engagement; and

(g) DONOR shall ensure ongoing support for PUMP TRACK sponsored events and promotions, including the potential of hosting the Red Bull Pumptrack World
Championships; and

(h) DONOR shall engage the support of CITY-based partner programs with the aim of helping partners become sustainable PUMP TRACK leadership; and

(i) DONOR shall ensure long-term commitment to the PUMP TRACK as a hub to grow and develop talent to access opportunities in the cycling industry, including athletic endeavors, business, media, mechanics, and leadership; and

(f) DONORS are authorized to enter into this AGREEMENT.

7. Status: CITY affirms that it is a tax-exempt municipal corporation, and GROW affirms that it is a Delaware nonprofit corporation.

8. CITY’s Books and Records: Throughout the TERM, the PARTIES agree to maintain sufficient operating and financial books, records, and related documentation regarding the GIFT, the DONOR IMPROVEMENTS, and the PUMP TRACK, and any related activities of the PARTIES, and further agree to allow the other Parties reasonable access to such books, records, and other documentation as they relate to the GIFTS and the implementation of this AGREEMENT.

9. Publicity and Recognition:

(a) The PARTIES shall acknowledge one another as co-contributors in written material(s), news releases, and related marketing or publicity materials, including, but not limited to, an initial press conference and/or dedication ceremonies for the PUMP TRACK;

(b) The PARTIES agree to assist and cooperate in a mutually acceptable grand-opening and/or dedication event at the PUMP TRACK;

(c) The PARTIES also shall have the right to publicize, show photographs of, use the name of, and otherwise promote their respective contributions to the PUMP TRACK;

(d) DONOR shall be given usage of the PUMP TRACK for sports and/or special events upon reasonable notice to PRLSD, subject to CITY’s prior approval, which approval shall not be unreasonably denied, delayed, or withheld and the signing of both a waiver of liability and indemnity agreement. CITY shall not charge DONOR a fee for use of the PUMP TRACK for these events, but may charge DONOR for CITY’s personnel expenses for staff supervision, security, maintenance, and/or traffic control during the event(s);
(e) DONOR shall have the right (but not the obligation) to place and remove DONOR SIGNAGE on or around the PUMP TRACK, provided that DONOR signage is consistent with CITY’s sign laws and PRLSD policies, procedures, and guidelines, subject to the prior approval of the CITY;

(f) DONOR SIGNAGE shall include hero signage as well as several additional and/or rotating supporting signage that are visually appealing and includes messaging to amplify core values and create a high esteem PUMP TRACK culture;

(g) The naming of the PUMP TRACK shall be subject to the prior approval of DONOR and CITY, pursuant to PRLSD’s naming policy;

(h) GROW shall have the right, at GROW events at the PUMP TRACK (e.g., events as described in 9(a), 9(b), or 9(d) above), to operate a booth or similar area for promotional purposes upon the signing of both a waiver of liability and indemnity agreement. The size and location of the booth or similar area shall be subject to CITY’s prior approval, not to be unreasonably withheld; and

(i) The PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of the GIFT, the DONOR IMPROVEMENTS, the PUMP TRACK, and/or this AGREEMENT; the use or promotion of the PROJECT LOCATION; and/or the construction of any DONOR IMPROVEMENTS at the PUMP TRACK, except as may be legally required by applicable laws, regulations, or judicial order.

(j) The PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of the PUMP TRACK. Further, any press release, public announcement, marketing materials, or brochures prepared by any of the PARTIES, shall appropriately acknowledge the contributions of all of the PARTIES;

(ii) To the extent stipulated in any grant agreement, partnership agreement, donation agreement, or other agreement with respect to the GIFT and the DONOR IMPROVEMENTS, the PARTIES shall duly notify any grantors, donors, partners or other party, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement or other funding source, and shall provide the opportunity for attendance and participation by grantor, donor, partner, or other respective representatives;

(iii) The PARTIES shall coordinate the scheduling and organization of any
public or media event to provide the opportunity for attendance and participation by officials and/or representatives of CITY, and GROW; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or GROW, in whole or in part, pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any related grant agreement, partnership agreement, donation agreement or other agreement or funding source; and

(iv) DONOR agrees that any public release or distribution of information related to the DONOR IMPROVEMENTS, the PUMP TRACK, this AGREEMENT, and/or any related project, programs or services, shall include the following statement at the beginning or introduction of such release:

“In collaboration with the City of Inglewood, Parks, Recreation and Library Services Department,”

(v) CITY agrees that any public release or distribution of information related to the DONOR IMPROVEMENTS, the PUMP TRACK, this AGREEMENT, and/or any related project, programs or services, shall include the following statement at the beginning or introduction of such release:

“In collaboration with Grow Cycling Foundation,”

10. Absence of DONOR’s Warranties: DONOR makes no representations or warranties hereunder of any kind, expressed or implied, as to any matter, including implied warranties of fitness for a particular purpose, merchantability or otherwise relating to the PUMP TRACK, the DONOR IMPROVEMENTS, or any component thereof, or the performance by VELOSOLUTIONS and/or any CONTRACTORS of any services. In no event, except as provided in Paragraph 11 of this AGREEMENT, will DONOR be liable for any damages, including personal injury, lost profits, or other consequential, exemplary, incidental or punitive damages arising out of this AGREEMENT, the GIFT, the DONOR IMPROVEMENTS, and/or the PUMP TRACK.

11. Indemnification/Hold Harmless:

(a) Except for the active negligence or willful misconduct of DONOR, or any of
DONOR’s officers, directors, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, insurers and assigns, CITY agrees to indemnify, defend, and hold harmless DONOR, their officers, directors, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, insurers and assigns from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal/attorneys’ fees and expenses arising out of or related to any legal proceeding and any legal appeal) related to the GIFT, the PUMP TRACK, the DONOR IMPROVEMENTS, or this AGREEMENT, and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with the negligent acts, errors, omissions or willful misconduct, including the maintenance, location, or condition of the PUMP TRACK, or any person's use of the PUMP TRACK, whether authorized or unauthorized, proper or improper. Without limiting this obligation, CITY will maintain the insurance described in Section 12, below, for so long as the PUMP TRACK remains in operation or open to the public.

(b) Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors-in-interest, DONOR, during GROW's special events (including the operation of booths or similar area for promotional purposes) undertake(s) and agree(s) to defend, indemnify, and hold harmless CITY and any of its boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, legal/attorney's fees, expenses and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including GROW's employees and agents, or damage or destruction of any property of any of the PARTIES hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident during DONOR’s use of the PUMP TRACK or use by DONOR’s CONTRACTORS of any tier. Without limiting this obligation, GROW will maintain the insurance described in Section 12, below, during the GROW special events occurring at the PUMP TRACK during the TERM of this AGREEMENT.

12. Insurance Requirements:

(a) CITY shall obtain and keep in effect for the period of time the PUMP TRACK is in operation or open to the public, at CITY’s expense, the following insurance coverage:
Type of Insurance Limits of Liability

Commercial General Liability (including bodily injury, $1,500,000.00 property damage, products/completed operations, personal injury, participants’ bodily injury liability and contractual liability coverages)

(b) The coverage limits described above may be obtained through a self-insurance program or a combination of self-insurance and excess coverage from a commercial insurer. In the event that commercial insurance is purchased, coverage shall be written by insurance companies that are satisfactory to DONOR and that are licensed to do business in the state or country in which the PUMP TRACK is located. The policies, including self-insurance, shall be endorsed to name GROW and their respective directors, officers, employees, agents, and affiliates as additional insureds, and shall be written on an occurrence basis.

(c) GROW shall maintain the level of insurance described above in this Section 12, for any special events that GROW may operate or perform at the PUMP TRACK during the TERM of this AGREEMENT after opening the PUMP TRACK to the public. Said insurance shall be endorsed to name the City of Inglewood, its officers, officials, employees and volunteers as additional insureds. Additionally, said insurance shall be primary and not contribute with any insurance or self-insurance maintained by the City.

13. Use of Marks: Notwithstanding any provision herein, no PARTY shall use any other PARTY’s trademarks, tradenames, and/or logos (each, a “MARK”) without the prior written approval from such PARTY. Each MARK shall remain the sole and exclusive intellectual property of the pertinent PARTY.

14. Term: The “TERM” of this AGREEMENT shall commence upon execution of this AGREEMENT (“Effective Date”), and shall expire three (3) years from the Effective Date.

15. Disclaimer: It is expressly understood by CITY and DONOR, that no director, member, officer, employee or other representative of CITY or GROW shall incur any financial responsibility or liability of any kind or nature whatsoever, in connection with this AGREEMENT, or any amendment and/or subsequent agreement regarding the subject matter hereof.

16. Relationship of the PARTIES: The PARTIES agree that no PARTY shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other PARTY, except as expressly provided herein. The PARTIES are independent contractors and this AGREEMENT is not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization or agency
relationship.

17. Post-Construction

(a) Upon completion of construction, PRLSD shall conduct a post-development inspection to ensure that the DONOR IMPROVEMENTS have been developed in compliance with the terms and conditions of this AGREEMENT.

(b) Following the PRLSD’s acceptance of the completed DONOR IMPROVEMENTS, and subsequent to opening the PROJECT LOCATION to the public, DONOR’s shall have no involvement, whether financial or otherwise, with the use, operation, maintenance, landscaping, repair, insurance, programming or modifications of the PUMP TRACK IMPROVEMENTS except as agreed upon by the PARTIES in the Covenants of this Agreement (See 5. CITY’s Covenants and 6. DONOR’s Covenants.)

18. Entire Agreement: This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the PARTIES and constitutes the entire agreement of the PARTIES with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by the PARTIES.

19. Governing Law: This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

20. Captions: All captions and headings in this Agreement are for the purposes of reference and convenience only. They will not limit or expand the provisions of this Agreement.

21. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement shall not be effective as to any PARTY unless and until it has been executed by or on behalf of every PARTY.

[SIGNATURE PAGE FollowS]
IN WITNESS WHEREOF, PARTIES have executed this AGREEMENT as of the date first written above.

CITY OF INGLEWOOD

James T. Butts, Jr.,
Mayor

GROW CYCLING FOUNDATION

Joi Jackson, President & CEO

ATTEST:

Aisha Thompson,
City Clerk

APPROVED AS TO FORM:

Kenneth R. Campos,
City Attorney
Exhibit A

Project Description and Cost Estimates

Project Description:

PUMP TRACK - An asphalt paved, closed loop pump track, consisting of undulating rollers, banked turns and features to enhance the play experience, serving a wide range of age groups and non-motorized wheeled vehicles, e.g. bicycles, scooters, etc. The pump track will be inset two (2) feet below grade, with a starting platform height of two (2) feet above grade. Dry wells will be dug in the center islands to ensure proper drainage. The site will be laser graded, sculpted and compacted, with a subbase and asphalt surface. Final stage of the PUMP TRACK will include artificial turf and/or soil and sod for the surrounding areas inside and outside of asphalt paths. New irrigation heads will be added where new sod is installed. The pump track will be a special, one-of-a-kind design that will be fully customized to accommodate the LOCATION. The image provided in Exhibit A is a sample layout for informational purposes only and is not the actual design of the PUMP TRACK for the LOCATION. Regular maintenance and related costs will be required for sod. Asphalt will be maintenance free. Sealcoating can be applied for a fresh “makeover” every 10 years or sooner, depending on wear, at a cost of approximately $3000. Sealcoat and application costs may increase over time. The existing charcoal grill will be removed for safety reasons.

COMMUNITY AND RIDER ENGAGEMENT AND DEVELOPMENT - GROW's PUMP TRACK funding extends beyond building the PUMP TRACK and includes promoting the sport of cycling and rider engagement community-wide, developing talent and increasing access to career opportunities in the cycling community, sponsoring programs that build long-term engagement for the PUMP TRACK with CITY-based schools, businesses, nonprofits, social and cultural organizations; and ongoing support for GROW sponsored events.
Exhibit A, continued
Project Description and Cost Estimates

Project Description:

Sample Layout for Informational Purposes Only. This image is not the actual design for the LOCATION PUMPTRACK.
Exhibit B
Sponsor Recognition

Founding Sponsors
Additional Corporate Sponsor(s)
TBD
Attachment No. 2
Grow Cycling Proposal
EDWARD VINCENT PARK PUMPTRACK

A Grow Cycling Foundation Proposal
There is nothing inherent in the color of a person’s skin that makes them not want to ride a bike. Yet cycling remains one of the least diverse global sports in business, media, professional, and amateur athletics. There is an egregious void of viable entry points for talent development and career opportunities available in communities of color.

Grow Cycling Foundation exists to bring access and authentic belonging to peoples and communities who have been marginalized from the cycling industry and cycling community at large. We are the entry point and the launching pad to a world of opportunity that many aren’t aware exists.

Addressing systemic biases in institutions and sports is no small feat. Cycling is no exception. We chose to build a pumptrack because often, the first introduction to the vast world of cycling opportunities for many athletes and cycling careerists is a pumptrack.
Grow Cycling Foundation was established to create new avenues for inclusive community building and career development in the cycling industry as well as empower existing programs working to tear down the barriers to entry in cycling for marginalized communities.

We look at the basic human need of safety and how to ensure that everyone feels safe riding a bike, whether that be physical safety or psychological safety. We invest in programs that build belongingness in cycling by creating inclusive cycling spaces regardless of gender or ethnicity.

https://growcyclingfoundation.org/

Eliot Jackson
Chairman
Eliot is a former World Cup Downhill Mountain Bike Racer, Commentator for Red Bull TV, and an entrepreneur. Eliot has worked on marketing campaigns that have reached millions of people and is a published author in multiple national and international magazines.

Katie Holden
Vice Chairwoman
Katie has been involved in the cycling community for nearly twenty years, through racing, media work, community outreach, and as a brand ambassador. She is passionate about getting new and diverse voices exposed through cycling.

Joi Jackson
President
Joi is the former owner of investment banking firm, Transglobal Capital. She has board, fundraising and executive-level nonprofit experience at several organizations including Glaser Pediatric AIDS, Magic Johnson Foundation, and AAUW. Joi also led targeted communication initiatives for the Obama presidential campaign.
EDWARD VINCENT PARK PUMPTRACK REQUEST

Grow Cycling is funding and building the first public park Pumptrack in Los Angeles. The Grow Cycling Pumptrack has a proposed budget of $1.2 million and will commence in early 2021. We have selected exclusive park locations within the City of Los Angeles to receive an invitation to take advantage of this extraordinary opportunity for residents of all ages and abilities to enjoy and to flourish.

PLEASE RSVP YOUR LEVEL OF INTEREST TO GROW CYCLING BY 8/21/20.

Grow Cycling respectfully extends a request to the City of Inglewood to build a Grow Cycling Pumptrack at Edward Vincent Park.
WHAT IS A PUMPTRACK?

A pumptrack is essentially a closed loop of rollers, banked turns and features designed to be ridden completely by riders “pumping”—generating momentum by up and down body movements, instead of pedaling or pushing.
PUMPTRACK ADVANTAGES

Technological advancements in asphalt construction mean that pumptracks can be used by multiple sources. Relatively easy to use, pumptracks cater to:

- Beginning bike riders and pros alike
- Accessible to wheelchairs
- Multigenerational cyclists, from toddlers to grandparents
- Skateboarders and rollerbladers
- Non-motorized scooter riders
- BMX
- Mountain bikes

Our pumptracks create a primary entry point into the cycling world for individuals and communities. They serve as an inclusive, safe hub for cyclists to recreate, learn and thrive.
PUMPTRACKS ARE GAME-CHANGERS IN PUBLIC COMMUNITY PARKS

Pumptracks aren’t new to community parks. The first new-era pumptrack in the United States was built in 2004. While skate parks experienced a huge boom in the early 2000s, most were designed to be used by experienced or professional riders. Many community park leaders looked for a better, more accessible solution. Today there are thousands of pumptracks and pumptrails in American parks and recreation areas. Park pumptracks are a high growth, high engagement park facility that can be enjoyed by the whole community.

The City of Temecula is the most recent Southern California municipality to build a pumptrack. Launched in November 2019, it is praised by the city council as a “community game changer” for their park. The pumptrack at Ronald Reagan Sports Park cost the City of Temecula $450,000 to build. It is praised throughout the state by cyclists, residents, park planners and community leaders as the gold standard for park pumptracks in Southern California. Temecula’s pumptrack was built by Grow Cycling’s building partner, Velosolutions.

https://pumptrack.com/track/velosolutions-pump-track-temecula-california-usa/
Velosolutions is the global leader in pumptrack design and building. They have over a decade of experience in the design and construction of pumptracks all over the world. Their proprietary asphalt, leading construction technique and commitment to minimizing waste makes them the most sustainable solution in the market.

Velosolutions is the expert in building pumptracks designed to allow safe coexistence of first-timers and pro cyclists alike. This blend of skill levels promotes community spirit, learning and an inclusive space for all to enjoy.

https://velosolutions.com/en/
Velosolutions is the exclusive builder of pumptracks qualified to hold the Pumptrack World Championships. The Edward Vincent Pumptrack will be the leading contender for hosting the 2021 World Championships, an event sponsored by our partner, Red Bull, and featuring the most celebrated professional pumptrack superstars in the world. This provides a unique opportunity for fans to see their favorite racers perform up close.

The Pumptrack World Championships draw thousands of fans from around the world for the two-day event. Local, Inglewood-owned businesses would profit from the tourism draw of the popular competition.

WHY INGLEWOOD?

When we selected the City of Inglewood for the Los Angeles pumptrack, foremost of mind was how to connect the community as we introduce the sport of cycling. It is essential that the pumptrack and affiliated programs align with Inglewood’s culture.

We will help structure incentives with industries and businesses that are Inglewood-owned and indigenous to the city to be a partner of regular Grow Cycling pumptrack community events.

We will work with experienced nonprofits and organizations with operational centers inside Inglewood that can help us authentically introduce and offer youth programs that focus on education, skill building, talent development, leadership and career opportunities through ambassadorships, internships, and trackside clinics.
Engagement programs are a vital part of a Grow Cycling pumptrack. Our programmatic approach is structured to help young people reach their full potential on and off the track. A small sample of the Grow Cycling pumptrack hub opportunities include:

- Media grants for internships in video, photography, and storytelling with media distribution partners
- The first cycling team at the LeBron James Family Foundation I Promise School in Akron, Ohio to be replicated and offered at a Los Angeles school
- Access to development camps and clinics for mountain biking with the National Interscholastic Cycling Association (NICA)
- Private Pro Team camp day with access to World Cup and Tour cycling pros, top mechanics and business leaders
- Exclusive ride-a-long days with crossover sports professionals and collegiate sports teams at the pumptrack
GROW CYCLING + VELOSOLUTIONS COMMITMENT

- 100% funding to build pumptrack at Edward Vincent Park
- Design and construction of pumptrack
- Concept to completion leadership and oversight
- Program development and implementation for increasing pumptrack rider engagement
- Ongoing support for pumptrack sponsored events and promotions, including the potential of hosting the Red Bull Pumptrack World Championships
- Support of Inglewood-based partner programs with the aim of helping partners become sustainable
- Long-term commitment to the pumptrack as a hub to grow and develop talent to access opportunities in the cycling industry, including athletic endeavors, business, media, mechanics, and leadership
CITY OF INGLEWOOD SUPPORT

- Although the pumptrack is self-sufficient, regular park maintenance to keep the pumptrack clean for safe riding
- Fast track, easy channel, complimentary food permits to Inglewood-based only vendors sponsoring Grow Cycling pumptrack events
- Fast track, easy channel permits for Inglewood-based only vendors sponsoring Grow Cycling pumptrack events
- Introduction and access to Inglewood schools to promote Grow Cycling pumptrack programs
- Marketing and public relations support of pumptrack and pumptrack programs on City of Inglewood social media platforms
- Marketing and media campaign to be created with Grow Cycling regarding announcement of agreement to build, updates during building of the track and launch of pumptrack
A BIKE CAN CHANGE THE WORLD

Most of us learned to ride a bike when we were young children. We rode for fun, freedom and even transportation. Perhaps we never saw a viable path which could take us beyond that. Perhaps we never saw anyone who looked like us to make us feel like we, too, belonged in that world.

At Grow Cycling, a bike is not just a bike. It is a human-powered transport to your dreams. We’re here to expand the welcoming tent of cycling, so that no matter where you come from, your dreams are valid. And you belong here.
THANK YOU.

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https://growcyclingfoundation.org