

## INTRADEPARTMENTAL CORRESPONDENCE

November 15, 2019

3.5

**TO:** The Honorable Board of Police Commissioners

**FROM:** Chief of Police

**SUBJECT:** TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR THE 2019-2020 OFF-HIGHWAY MOTOR VEHICLE RECREATION GRANT – LAW ENFORCEMENT

### RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE this report.
2. That the Board TRANSMIT the grant application and award for the 2019-2020 Off-Highway Motor Vehicle Recreation (OHMVR) Program – Law Enforcement, pursuant to Administrative Code Section 14.6(a), to the Mayor, Office of the City Administrative Officer, Office of the Chief Legislative Analyst, and to the City Clerk for Committee and City Council consideration.
3. That the Board REQUEST the Mayor and City Council to:
  - A. AUTHORIZE the Chief of Police to retroactively apply for the OHMVR Program – Law Enforcement and ACCEPT the grant award of \$90,517 from the State of California, Department of Parks and Recreation for the period of November 1, 2019 through October 31, 2020;
  - B. AUTHORIZE the Chief of Police or his designee to negotiate and execute the Project Agreement subject to the review of the City Attorney as to form and legality;
  - C. AUTHORIZE the Controller to establish a grant receivable and appropriate \$90,517 to an appropriation account to be determined, in Fund No. 339, Department No. 70, for the receipt and disbursements of OHMVR grant funds;
  - D. AUTHORIZE the Los Angeles Police Department (LAPD) to submit grant reimbursement requests to the grantor and deposit grant receipts in Fund No. 339, Department No. 70;
  - E. AUTHORIZE the LAPD to spend up to the total grant amount of \$90,517 in accordance with the grant award agreement;

- F. AUTHORIZE the Controller to increase appropriations as needed from Fund No. 339, Department No. 70, appropriation account number to be determined, to Fund No. 100, Department No. 70, account numbers and amounts as follows:

Account No. 001092, Overtime Sworn, \$50,000

- G. AUTHORIZE the City Council to INSTRUCT the City Clerk to place on Council Calendar for July 1, 2020, the following action relative to the 2019 OHMVR grant.

- a) AUTHORIZE the Controller to transfer from Fund No. 339, Department No. 70, appropriation account number to be determined, to Fund No. 100, Department No. 70, account number and amount as follows:

Account No. 001092, Overtime Sworn, \$25,062

- H. AUTHORIZE the LAPD to prepare Controller Instructions for any technical adjustments, subject to the approval of the City Administrative Officer, and AUTHORIZE and INSTRUCT the Controller to implement the instructions.

## DISCUSSION

The OHMVR law enforcement project provides financial assistance to local and federal agencies for the protection of life and property, including natural and cultural resources related to OHMVR and motorized access to non-motorized recreation.

The LAPD has a highly specialized Off-Road Unit (ORU) located at Valley Traffic Division that enforces the prevention of illegal off-highway vehicle activity throughout the City of Los Angeles. The ORU, consisting of three Sergeants and fourteen Officers, will continue to work in partnership with the Los Angeles Fire Department for search and rescue efforts, public notification, and enforcement on Red Flag days. In addition, joint operations will be conducted with the United States Department of Forestry inside the boundaries of the Angeles National Forest to prevent illegal off-highway vehicle activities and resource damage.

The ORU will utilize \$75,062 of the grant award for sworn overtime, \$12,500 to purchase one side-by-side utility vehicle, and \$2,955 for safety equipment and uniforms. The grant award requires a 25 percent in-kind match which will be satisfied by utilizing the salaries of the two sergeants and eight officers in ORU and funding a portion of the side-by-side utility vehicle.

The Honorable Board of Police Commissioners

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If you have any questions, please contact Senior Management Analyst Stella Larracas,  
Grants Section, Fiscal Operations Division at (213) 486-8590.

Respectfully,



MICHEL R. MOORE  
Chief of Police

Attachments

BOARD OF  
POLICE COMMISSIONERS

Approved *November 5, 2019*  
Secretary *Maria Sib*



**DEPARTMENT OF PARKS AND RECREATION**  
Off-Highway Motor Vehicle Recreation Division  
1725 23<sup>rd</sup> Street, Suite 200  
Sacramento, California 95816  
(916) 324-4442

Lisa Ann L. Mangat, *Director*

October 18, 2019

Los Angeles Police Department / Valley Traffic Division, Off Road Unit  
7870 Nollan Place  
Panorama, CA. 90012

Attention: Hector Carbajal, Grants Program Manager

Re: Project Agreement for Authorized Representative's Signature  
Project Agreement Number: G18-03-66-L01  
Project Title: Law Enforcement

Dear Mr. Carbajal,

Enclosed is the Project Agreement for the Off-Highway Motor Vehicle Recreation (OHMVR) grant project referenced above. Please print four copies of the Project Agreement and have your authorized representative sign and date each copy. Return the four signed copies with original signature, via US mail, to my attention at the following address:

California Department of Parks and Recreation  
Off-Highway Motor Vehicle Recreation Division  
1725 23<sup>rd</sup> Street, Suite 200  
Sacramento, California 95816-7100

Upon receiving all the appropriate signatures, a fully executed copy of the Project Agreement will be sent to you for your files.

Accompanying the Project Agreement is a copy of the Project Cost Estimate and the General Provisions (Attachment 1 and Attachment 2 respectively) for your files. Please review the Project Agreement and the attachments carefully. The information contained therein, combined with your application constitutes the binding terms of this agreement as it pertains to grant or cooperative agreement related responsibilities and formal accountability to the State of California.

It is important for you to note the following requirements:

- You are authorized to conduct work or encumber funds only during the project performance period as specified in the Project Agreement. Should the need arise for you to perform work beyond the project performance period, it is your responsibility to

request and obtain approval for a time extension prior to the expiration date of the project performance period.

- You may only submit payment requests for work or encumbrances that occurred during the project performance period as specified in the Project Agreement. The OHMVR Division (Division) will disallow reimbursement for work or encumbrances outside of the Project Agreement or the project performance period.
- All payment requests for reimbursement must be submitted to the Division on a current Expenditure Workbook – Reimbursement, which contains the Payment Request form (DPR 364) and accompanied by supporting documentation of the costs claimed along with a Project Accomplishment Report (PAR).
- An initial payment request for an advance must be submitted to the Division on a current Advance Justification Request, which contains the Payment Request form (DPR 364).

Note, pursuant to the Grants and Cooperative Agreement Program Regulations (Rev. 1/19) Section 4970.23.1, generally, advances are not allowed. However, if extenuating circumstances exist, the OHMVR Division may consider granting an advance.

To request an advance, the Grantee shall submit to the OHMVR Division an Advance Justification Request (new 2019), hereby incorporated by reference, to explain the need for the advance. The OHMVR Division will provide written notification to the Grantee of approval/disapproval for the advance. Requests for an advance typically may not be more than half the total amount of the Grant and shall include a summary list of proposed expenditures.

For additional information regarding project administration procedures, please reference the Grants and Cooperative Agreements Program Regulations (Rev. 1/19), Section 4970.19 through 4970.25.2.

If you have questions, please contact your Grant Administrator, Deborah Avery, at (916) 324-1615 or by email at [Deborah.Avery@parks.ca.gov](mailto:Deborah.Avery@parks.ca.gov).

Sincerely,



Sixto J. Fernandez  
Grants Manager  
OHMVR Division  
Department of Parks and Recreation

Enclosure

**PROJECT AGREEMENT**

PROJECT AGREEMENT NUMBER: G18-03-66-L01      PROJECT TYPE: Law Enforcement

GRANTEE: Los Angeles Police Department / Valley Traffic Division, Off Road Unit

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 11/01/2019 THROUGH 10/31/2020

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$90,517.00 (Ninety Thousand Five Hundred Seventeen and 00/100)

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

ATTACHMENT 1 - PROJECT COST ESTIMATE

ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
AUTHORIZED NAME:	AUTHORIZED NAME: Sixto J. Fernandez
TITLE:	TITLE: Grants Manager
DATE:	DATE:

**CERTIFICATION OF FUNDING (FOR STATE USE ONLY)**

CONTRACT NUMBER: C32-31-112		SUPPLIER ID NUMBER: 0000012359		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62675	CONTRACT AMOUNT: 90,517.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 23/19	ENY/STATUTE 2019	FISCAL YEAR: 2019/2020

*I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.*

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2018/2019  
Agency: Los Angeles Police Department / Valley Traffic Division, Off Road Unit  
Application: Law Enforcement**

<b>APPLICANT NAME :</b>	Los Angeles Police Department / Valley Traffic Division, Off Road Unit		
<b>PROJECT TITLE :</b>	Law Enforcement	<b>PROJECT NUMBER (Division use only) :</b>	G18-03-66-L01
<b>PROJECT TYPE :</b>	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
<b>PROJECT DESCRIPTION :</b>	<p>The Project is to provide Off-Highway Vehicle (OHV) related law enforcement activities within the jurisdiction of Los Angeles Police Department. The activities may include, but are not limited to patrol, barrier installation, maps, and search and rescue.</p> <p>Project may also provide for the purchase of Equipment, Heavy Equipment, materials and supplies as outlined in the Project Cost Estimate. Grantee agrees that all Equipment and Heavy Equipment will be kept as part of their equipment inventory for the duration of the equipment's useful life and may only be used on activities that are applicable to the Law Enforcement category per Section 4970.12 of the Grants and Cooperative Agreements Program Regulations. Grantee must obtain written OHMVR Division approval prior to disposition of all grant related equipment.</p> <p>Grantee is required to provide a minimum of 25 percent of the total project cost in matching funds.</p>		

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
<b>1 Staff</b>						
1. Staff-Sergeant - Overtime Notes : This line denotes 200 hours of Sergeant's overtime pay at \$100 per hour.  This request will pay for (Sergeants' overtime pay to work OHV enforcement operations. This amount will cover the cost for (2) 10-hours shift per month for 10 months. (1 sergeant x 10 hours x 2 weeks x 10 months)	200.000 0	100.000	HRS	20,000.00	20,000.00	0.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2018/2019  
 Agency: Los Angeles Police Department / Valley Traffic Division, Off Road Unit  
 Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>This request is an increase from previous year's request because there have been an increase in OHV complaints and illegal OHV activity due to the recent fire/burn areas.</p>						
<p>2. Staff-Law Enforcement Officers                      Notes : This line denotes 630 hours of Officers' overtime pay at \$87.40 per hour</p> <p>This request will pay for LAPD Motor Officers' overtime pay to work OHV enforcement. This amount will cover (2) 10-hour shifts, two shifts per month for 10.5 months. (3 officers x 10 hours x 2 weeks x 10.4 months)</p> <p>This request is an increase from previous year's request because there have been an increase in OHV complaints and illegal OHV activity because of the recent fire/burn areas.</p>	630.000 0	87.400	HRS	55,062.00	55,062.00	0.00
<p>3. Staff-Sergeant - Training/Certification Hours                      Notes : This is a match line item. This line item denotes training costs for (2) ORU supervisors (Sergeants) to maintain</p>	40.0000	66.667	HRS	2,667.00	0.00	2,667.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2018/2019  
Agency: Los Angeles Police Department / Valley Traffic Division, Off Road Unit  
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
the required dual purpose motorcycle POST certification. This training is required for OHV enforcement, totaling 20 hours per supervisor. 2 Sergeants x 20 hours of training at a rate of \$66.667 per hour.						
4. Staff-Officers - Training/Certification Hours Notes : This is a match line item. This line item denotes the training costs for 8 ORU officers to maintain the required dual purpose motorcycle POST certification. This training is required for OHV enforcement, totaling 20 hours per officer. 8 Officers x 20 hours of training	160.000 0	58.267	HRS	9,323.00	0.00	9,323.00
<b>Total for Staff</b>				87,052.00	75,062.00	11,990.00
<b>2 Contracts</b>						
<b>3 Materials / Supplies</b>						
1. Materials / Supplies- Safety Equipment Notes : This line item funds purchases of Off-Road safety equipment to include, but not limited to goggles, gloves, safety uniform pants, elbow/knee guards. The safety equipment will be used by ORU personnel.	5.0000	402.000	EA	2,010.00	2,010.00	0.00

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**Project Cost Estimate for Grants and Cooperative Agreements Program - 2018/2019  
Agency: Los Angeles Police Department / Valley Traffic Division, Off Road Unit  
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
ORU had added new team members, Reserve Officers and will be projecting 5 purchases to cover new equipment and replacement equipment.						
2. Materials / Supplies- Off Road Helmets Notes : This line match is to cover the cost of off-road helmets (safety equipment) used by OTU Motor Officers. The LAPD provides each ORU Motor Officer with the required safety equipment upon joining the unit. The helmet provided, Shoei-VFX has communications installed upon ordering so it can work with the department radio. 10 ORU personnel x \$600 each helmet.	10.0000	600.000	EA	6,000.00	0.00	6,000.00
<b>Total for Materials / Supplies</b>				8,010.00	2,010.00	6,000.00
<b>4 Equipment Use Expenses</b>						
<b>5 Equipment Purchases</b>						
1. Equipment Purchases-Side by Side Notes : This line item is for one four-seater side-by-side vehicle to enhance its operations. It has the capability of traversing rugged terrain within the City that's not easily accessible to the normal patrol vehicle. Note: 50% of the cost, up to	1.0000	25000.000	EA	25,000.00	12,500.00	12,500.00

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**Project Cost Estimate for Grants and Cooperative Agreements Program - 2018/2019  
Agency: Los Angeles Police Department / Valley Traffic Division, Off Road Unit  
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
\$12,500. will be grants funded. The other 50% of the cost will be a matching fund. The side-by-side will be used for transporting safety and support gear, transporting arrestees, law enforcement personnel for investigations, or transporting downed/injured OHV rider.						
<b>6 Others</b>						
<b>Total Program Expenses</b>				120,062.00	89,572.00	30,490.00
<b>TOTAL DIRECT EXPENSES</b>				120,062.00	89,572.00	30,490.00
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
<b>1 Indirect Costs</b>						
1. Indirect Costs-Uniform Notes : The ORU will purchase a uniform shirt for its 21 person-unit for identification during all their enforcement activities. It is projected that each shirt be \$45.	21.0000	45.0000	EA	945.00	945.00	0.00
<b>Total Indirect Costs</b>				945.00	945.00	0.00
<b>TOTAL INDIRECT EXPENSES</b>				945.00	945.00	0.00
<b>TOTAL EXPENDITURES</b>				<b>121,007.00</b>	<b>90,517.00</b>	<b>30,490.00</b>
<b>TOTAL PROJECT AWARD</b>				<b>90,517.00</b>		

## **Project Agreement General Provisions (Nonfederal Applicants Only)**

### **A. Definitions**

1. The term "State" as used herein means the State of California, Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project described in Attachment 1 of this Agreement and in the Application.
4. The term "Application" as used herein means the individual Project Application and attachments required pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this Agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

### **B. Project Execution**

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project Agreement and the terms and conditions set forth in this Agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. The State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State-approved development plans, specifications, and estimates or Force Account Schedule.

4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
5. If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any

other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this Agreement.

6. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. The Grantee agrees to furnish the State with additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

The Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. The Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of the State might interfere with the operation of the Project.

#### C. Project Costs

1. The Grant moneys to be provided to the Grantee under this Agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this Agreement, whichever is less:
2. If the Project includes acquisition of real property, the State shall disburse to the Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this Agreement.

The State will disburse the amount of the State-approved purchase price together with State-approved costs of acquisition. Funds for acquisition shall only be released into an escrow account established for the acquisition.

#### D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred-twenty (120) days after completion of the Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this Agreement available for inspection by the State upon request.
3. The Grantee may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, setting up and identifying such account prior to the advance. Interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred-twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State-approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

4. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
5. The Grantee will provide and maintain a sign on the Project site that identifies the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).

6. Equipment must be used solely for OHV-related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes, and that portion is not part of the total project cost.

E. Project Termination

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement this Agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder and reimbursement to the State of any Grant moneys already provided to the Grantee. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate or remedy.
3. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this Agreement is the operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement.
4. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this Agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this Agreement.

F. Hold Harmless

1. The Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents and employees.
2. The Grantee shall protect, indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of the State, its officers, or employees.
3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

**G. Financial Records**

1. The Grantee shall retain for inspection all financial accounts, documents, and records for three (3) years from the expiration date of the Project Agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years is completed, a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.
2. During regular office hours each party hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.

**H. Use of Facilities**

1. The Grantee shall, without cost to State, except as may be otherwise provided in this Agreement or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this Agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other applicable provisions of law.
2. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chapple-Z'berg Off-Highway Motor Vehicle Law of 1993.

**I. Nondiscrimination**

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

**J. Application Incorporation**

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Agreement as though set forth in full in this Agreement.

**K. Severability**

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

**L. Governing Law**

1. This Agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this Agreement shall take place in the county wherein the Project funded by this Agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.
2. The Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.

INTRADEPARTMENTAL CORRESPONDENCE

19-0297  
**RECEIVED**

IM

OCT 30 2019

**POLICE COMMISSION**

October 25, 2019  
3.5

*Richard M. Tejank*  
RICHARD M. TEJANK      DATE  
EXECUTIVE DIRECTOR      10/30/19

**TO:** Chief of Police

**FROM:** Commanding Officer, Fiscal Operations Division

**SUBJECT:** TRANSMITTAL OF THE GRANT APPLICATION AND AWARD ACCEPTANCE FOR THE 2019-2020 OFF-HIGHWAY MOTOR VEHICLE RECREATION PROGRAM GRANT – LAW ENFORCEMENT

Attached for your review and approval is a transmittal to accept the grant application and award for the 2019-2020 Off-Highway Motor Vehicle Recreation Program. The Los Angeles Police Department (LAPD) has been awarded \$90,517 by the State of California, Department of Parks and Recreation. The grant period begins on November 1, 2019 and ends on October 31, 2020.

The Off-Road Unit at Valley Traffic Division will utilize grant funding to enforce prevention of illegal off-highway vehicle activity throughout the City of Los Angeles. The grant budget allocates \$75,062 for sworn overtime, \$12,500 to purchase one side-by-side utility vehicle, and \$2,955 for safety equipment and uniforms. The grant requires a 25 percent in-kind match which will be satisfied by utilizing salaries for two sergeants and eight officers and funding a portion of the side-by-side utility vehicle.

If you have any questions, please contact Senior Management Analyst Stella Larracas, Officer in Charge, Grants Section, Fiscal Operation Division at (213) 486-0380.



ANNEMARIE SAUER, Police Administrator II  
Commanding Officer  
Fiscal Operations Division

Attachment