

RECEIVED

JAN 16 2020

INTRADEPARTMENTAL CORRESPONDENCE

POLICE COMMISSION

January 15, 2020
3.5

RECEIVED

RICHARD M. TEFANK
EXECUTIVE DIRECTOR
DATE 1/16/20

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR THE 2019 OFF-HIGHWAY MOTOR VEHICLE RECREATION GRANT – EDUCATION & SAFETY PROGRAM

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 Off-Highway Motor Vehicle Recreation (OHMVR) Grant – Education & Safety Program, pursuant to Administrative Code Section 14.6(a), to the Mayor, Office of the City Administrative Officer (CAO), 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 Grant – Education & Safety Program and ACCEPT the grant award of \$73,274 from the State of California, Department of Parks and Recreation for the period of January 1, 2020 through December 31, 2020;
 - B. AUTHORIZE the Chief of Police or his designee to negotiate and execute the Cooperative 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 \$73,274 to an appropriation account to be determined, in Fund No. 339, Department No. 70, for the receipt and disbursements of OHMVR Grant – Education & Safety Program 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 \$73,274 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 number and amount as follows:

Account No. 001092, Overtime Sworn, \$36,000

- 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, \$27,204

- 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 Grant - Education & Safety program provides financial assistance to local and federal agencies to deliver safety programs and education that teaches public awareness for responsible off-highway vehicle (OHV) safety, environmental responsibility, and respect for private property. Through this \$73,274 award, the LAPD will partner with National Youth Project Using Minibikes (NYPUM) to continue OHV recreation and OHV education to LAPD youth program participants through a three-year contract executed in 2019.

NYPUM was created to engage at-risk and disadvantaged youth ages 10 to 17 years old to promote their development through a new and exciting activity. While the core idea is to put the kids together with a caring adult, a minibike (donated by American Honda Motor Corp), and learn how to care for and safely ride in the outdoors, the purpose is to allow them to build self-esteem and self-discipline. Most participants discover that they can work together with others and often display leadership. The program goal is to “change the conditions which foster alienation, delinquency, and crime.” American Honda Motor Corporation donates minibikes to each established NYPUM program, and has donated over 10,000 minibikes since 1969. The NYPUM has been successfully implemented in nearly 50 programs nationwide.

This project incorporates the NYPUM program into LAPD’s existing youth programs, providing youth with awareness of OHV activities and areas, as well as provide hands-on and classroom educational and safety training. The LAPD hosts a variety of community-based youth programs

with prevention and intervention strategies, offering a positive relationship between the police, the City's youth, and their families. The goal is to develop self-esteem, strong values, and a sense of responsibility among the targeted youth participants, using the minibike as a motivational tool. The LAPD-NYPUM program not only supports OHV recreation but provides disadvantaged youth the opportunity to explore activities not readily accessible to them. The LAPD-NYPUM program ultimately promotes OHV education and is an avenue to create future OHV enthusiasts.

The LAPD-NYPUM program will provide minibike training twice a month at Edward M. Davis Training Facility. One Sergeant and four Police Officers from LAPD's Valley Traffic Division Off-Road Unit (VTD-ORU) will be conducting the training. A State-certified Emergency Medical Technician volunteer from the California Emergency Mobile Patrol of LAPD's Devonshire Division will also be present to provide assistance during training. The grant award will provide overtime funds in the amount of \$63,204 for VTD-ORU to continue the program and training. The grant will also fund the purchase of safety equipment (\$1,600), and \$8,470 will be allocated to indirect costs such as program fees, group life insurance and travel for program staff to attend NYPUM Instructor Training to become certified NYPUM instructors. The City's Risk Manager has reviewed the NYPUM group insurance and found it satisfactory. The grant award requires a 25 percent in-kind match which will be satisfied by salaries of the VTD-ORU personnel.

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

Respectfully,



MICHEL R. MOORE
Chief of Police

BOARD OF
POLICE COMMISSIONERS
Approved *January 14, 2020*
Secretary *Maria Selva*

Attachments

INTRADEPARTMENTAL CORRESPONDENCE

December 31, 2019
3.5

TO: Chief of Police

FROM: Commanding Officer, Fiscal Operations Division

SUBJECT: TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR THE
2019 OFF-HIGHWAY MOTOR VEHICLE RECREATION GRANT –
EDUCATION & SAFETY PROGRAM

Attached for your review and approval is a transmittal for the grant application and award acceptance of the 2019 Off-Highway Motor Vehicle Recreation Grant – Education & Safety Program. The Los Angeles Police Department (LAPD) has been awarded \$73,274 by the State of California, Department of Parks and Recreation. The grant period begins on January 1, 2020 and ends on December 31, 2020.

The Off-Road Unit at Valley Traffic Division (VTD-ORU) continues to partner with The National Youth Project Using Minibikes (NYPUM) to introduce off-highway vehicle (OHV) recreation and OHV education to LAPD youth program participants. The project will involve both hands-on and classroom training on safety, environmental responsibility and respect for private property. The goal is to develop self-esteem, strong values, and a sense of responsibility among the targeted youth participants, using the minibike as a motivational tool. The LAPD-NYPUM program not only supports OHV recreation but also gives back to community members who may never have an economical opportunity to experience OHV recreation.

The grant award will provide overtime funds in the amount of \$63,204 for VTD-ORU to continue the program and training. Funding will also be used for purchasing safety equipment (\$1,600), and indirect costs (\$8,470) such as program fees, group life insurance and travel fees. The grant requires a 25 percent in-kind match, which will be satisfied by salaries of VTD-ORU personnel.

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



ANNEMARIE SAUER, Police Administrator II
Commanding Officer
Fiscal Operations Division

Attachments

DRAFT

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION
GRANTS AND COOPERATIVE AGREEMENTS PROGRAM

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G18-03-86-S01 PROJECT TYPE: Education & Safety

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

PROJECT TITLE: Education & Safety

PROJECT PERFORMANCE PERIOD: FROM 01/01/2020 THROUGH 12/31/2020

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$73,274.00 (Seventy Three Thousand Two Hundred Seventy Four 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: C32-31-075		SUPPLIER ID NUMBER: 000012359		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62675	CONTRACT AMOUNT: 73,274.00	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: Education & Safety**

APPLICANT NAME :	Los Angeles Police Department / Valley Traffic Division, Off Road Unit		
PROJECT TITLE :	Education & Safety	PROJECT NUMBER (Division use only) :	G18-03-66-S01
PROJECT TYPE :	<input type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input checked="" type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
PROJECT DESCRIPTION :	<p>The project is to provide Off-Highway Vehicle (OHV) related Education and Safety activities as stated in the Project Deliverables below. The activities will occur within the jurisdiction of the Los Angeles Police Department / Valley Traffic Division, Off Road Unit.</p> <p>The 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 Education and Safety category per Section 4970.13 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 twenty-six ^{five (25)} percent of the total project cost in matching funds</p> <p>Project Deliverables</p> <ol style="list-style-type: none"> 1. Offer approximately 24 trainings to youth ages 10 to 17 inline with the National Youth Project Using Minibikes (NYPUM) curriculum. 2. Provide participants with maps and brochures in relation to OHV safety. <ul style="list-style-type: none"> • Provide hands on training, as well as teaching participants how to safely and correctly ride a mini-bike. 1. Trail Riding <ul style="list-style-type: none"> • Teach participants how to ride desert trails properly and respectfully, as well as learning to ride using the Buddy System. 		

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIRECT EXPENSES						
Program Expenses						
1	Staff					
1. Staff-Sergeant - Overtime	230.000 0	100.000	HRS	23,000.00	23,000.00	0.00
Notes : This line denotes 230 hrs of Sergeants overtime pay at \$100 per hr.						
This request will pay for						

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: Education & Safety**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
230 hrs of Sergeants overtime pay dedicated to supervise and oversee the NYPUM program. This amount would cover the cost for two NYPUM events per calendar month. (1 Sergeant x 10 hours x 2 events x 11.5 months)						
2. Staff-Officers - Overtime Notes : This line denotes 460 hrs of Officer's overtime pay at \$87.40 per hr. This request will pay for 460 hrs of Motor Officer's overtime pay dedicated to manage and implement the LAPD-NYPUM program. This amount would cover the cost for (2) officers dedicated to the NYPUM events, two times a month. (2 Officers x 10 hours x 2 events x 11.5 months)	460.000 0	87.400	HRS	40,204.00	40,204.00	0.00
3. Staff-LAPD Motor Officers Notes : This is a match line item. This line denotes 420 working hours of an ORU Motor Officer. The identified 420 volunteer hours would provide support and assist the NYPUM instructors during each	420.000 0	58.267	HRS	24,472.00	0.00	24,472.00

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: Education & Safety**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
event. Two Motor Officers would be needed per event, two times a month. (2 officers x 10 hours x 2 events x 10.5 months)						
Total for Staff				87,676.00	63,204.00	24,472.00
2 Contracts						
3 Materials / Supplies						
1. Materials / Supplies- Helmets Notes : This line item is for off road helmets for 10 youths, we will require a variety and have options as sizing is different per each youth. These helmets are required safety equipment for all participants in the NYPUM program. The cost obtained was an estimate using certified DOT, basic entry level helmets.	10.0000	75.000	EA	750.00	750.00	0.00
2. Materials / Supplies- Gloves Notes : This line item is for safety gloves for 10 youths, with a variety of different sizing. These gloves are required safety equipment for all participants in the NYPUM program. The cost obtained was an estimate using basic level entry gloves	10.0000	20.000	EA	200.00	200.00	0.00
3. Materials / Supplies- Goggles Notes : This line is for	10.0000	20.000	EA	200.00	200.00	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: Education & Safety**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
off road goggles for 10 youths, with a variety of different sizing. These goggles are required safety equipment for all participants in the NYPUM program. The cost obtained was an estimate using basic level entry goggles.						
4. Materials / Supplies- Elbow Guards Notes : This line item is for off road elbow guards for 10 youths, with a variety of sizing. These elbow guards are safety equipment and would eliminate or prevent any injuries to the youth upon an unexpected fall. The cost obtained was an estimate using basic level elbow guards.	10.0000	25.000	EA	250.00	250.00	0.00
5. Materials / Supplies- Knee Guards Notes : This line item is for off road knee guards for 10 youths, with a variety of different sizing. These knee guards are safety equipment and would eliminate or prevent any injuries to the youth upon an unexpected fall. The cost obtained was an estimate using basic level elbow guards.	10.0000	20.000	EA	200.00	200.00	0.00
Total for Materials / Supplies				1,600.00	1,600.00	0.00
4 Equipment Use Expenses						

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: Education & Safety**

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
5	Equipment Purchases						
6	Others						
Total Program Expenses					89,276.00	64,804.00	24,472.00
TOTAL DIRECT EXPENSES					89,276.00	64,804.00	24,472.00
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
	1. Indirect Costs-Travel Costs - Instructor Training Days Notes : This line item denotes travel fees for 3 ORU Motor Officers that will be attending the NYPUM Instructor Training, a required training to be a certified instructor for the NYPUM program. GSA rate is \$107 for hotel and \$61 per diem per day for 6 training days. 3 attendees x (\$107x 6 days) + \$(56.88 x 6 days)	3.0000	983.280	EA	2,950.00	2,950.00	0.00
	2. Indirect Costs-NYPUM Yearly Fee Notes : This line item denotes required yearly fees to implement NYPUM program in LAPD. Yearly dues to be in the NYPUM program is \$2,000 plus required insurance is \$220 x 16 minibikes (for the minibikes that Honda donates).	1.0000	5520.000	YR	5,520.00	5,520.00	0.00
Total for Indirect Costs					8,470.00	8,470.00	0.00
Total Indirect Costs					8,470.00	8,470.00	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: Education & Safety**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
TOTAL INDIRECT EXPENSES				8,470.00	8,470.00	0.00
TOTAL EXPENDITURES				97,746.00	73,274.00	24,472.00
TOTAL PROJECT AWARD				73,274.00		

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 Ceode 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 the 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 Chappie-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.

FW: G18-03-66-S01

Barbra Ann Montesquieu

Wed 12/11/2019 6:26 AM

To: Tiffany Hy <n1849@lapd.online>

1 attachments (150 KB)

G18-03-66-S01 PA.pdf;

Finally!

From: Alberts, Amanda@Parks <Amanda.Alberts@parks.ca.gov>**Sent:** Tuesday, December 10, 2019 3:02 PM**To:** Grants <grants@lapd.online>; Hector Carbajal <32928@lapd.online>; Stella Larracas <n3371@lapd.online>; Barbra Ann Montesquieu <n3202@lapd.online>**Cc:** Avery, Deborah@Parks <Deborah.Avery@parks.ca.gov>**Subject:** G18-03-66-S01

ATTENTION: This email originated outside of LAPD. Please use caution when clicking on hyperlinks or opening attachments if you are unfamiliar with the sender.

Dear Mr. Moore,

Attached 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, **from the signature page to the General Provisions**, 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 23rd 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.

Best regards,

Amanda Alberts

Office Assistant

Department of Parks & Recreation

Off-Highway Motor Vehicular Recreation Division

Email: amanda.alberts@parks.ca.gov

Phone: 916-324-3739

