

LOS ANGELES POLICE COMMISSION

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POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

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November 22, 2024

BPC #24-289

The Honorable Karen Bass
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

The Honorable City Council
City of Los Angeles, Room 395
c/o City Clerk's Office

Dear Honorable Members:

RE: GRANT APPLICATION AND AWARD FOR THE 2024 OFF-HIGHWAY MOTOR VEHICLE RECREATION GRANT – LAW ENFORCEMENT.

At the regular meeting of the Board of Police Commissioners held Tuesday, November 19, 2024, the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

REBECCA MUNOZ
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE Reviewed:

November 8, 2024
1.14


Executive Director

11/13/24
Date

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR
THE 2024 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 attached grant application and award, 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 or his designee to retroactively APPLY for and ACCEPT the grant award of \$64,307 from the State of California, Department of Parks and Recreation for the 2024 Off-Highway Motor Vehicle Recreation (OHMVR) Program – Law Enforcement for the period of December 1, 2024 through November 30, 2025;
 - 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 Los Angeles Police Department (LAPD) to spend up to the total grant amount of \$64,307 in accordance with the grant award agreement;
 - D. AUTHORIZE the LAPD to submit grant reimbursement requests to the grantor and deposit grant receipts in Fund No. 339, Department No. 70;
 - E. AUTHORIZE the Controller to establish a grant receivable and appropriate \$64,307 to an appropriation account to be determined, in Fund No. 339, Department No. 70, for the receipt and disbursements of the 2024 OHMVR Program – Law Enforcement grant funds;

F. AUTHORIZE the Controller to increase appropriations as needed for the 2024 OHMVR Program – Law Enforcement 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	\$55,561.95
Account No. TBD	Related Costs	\$ 5,245.05

G. 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 Los Angeles Police Department (LAPD) was awarded \$64,307 from the State of California, Department of Parks and Recreation's 2024 Off-Highway Motor Vehicle Recreation (OHMVR) Program – Law Enforcement for the period of December 1, 2024 through November 30, 2025. The OHMVR Program – Law Enforcement provides financial assistance to local and federal agencies for the protection of life and property, including natural and cultural resources, related to off-highway vehicle (OHV) recreation and motorized access to non-motorized recreation.

The LAPD Valley Traffic Division's Off-Road Unit (ORU) is a highly specialized unit that enforces the prevention of illegal OHV activities throughout the City of Los Angeles. The ORU will utilize the 2024 OHMVR Program – Law Enforcement grant award to increase enforcement efforts to the protected open spaces where OHVs are prohibited and to combat illegal OHV activities.

The grant award will fund \$55,561.95 for sworn overtime, \$5,245.05 for overtime fringe benefits, and \$3,500 for safety equipment. The grant requires a minimum in-kind match of 25 percent of the grant program budget, which will be satisfied by utilizing salaries for the ORU personnel.

If you have any questions, please contact Senior Management Analyst II Barbra Montesquieu, Officer-in-Charge, Grants Section at (213) 486-0380.

Respectfully,



DOMINIC H. CHOI
Chief of Police

BOARD OF
POLICE COMMISSIONERS
Approved *November 19, 2024*
Secretary *Rebecca Munoz*

Attachments



10/29/2024

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: G24-03-66-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Los Angeles Police Department

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 12/01/2024 THROUGH 11/30/2025

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$64,307.00** (Sixty Four Thousand Three Hundred Seven 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: Jennifer Grady
TITLE:	TITLE: Grants Manager
DATE:	DATE:

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER:		SUPPLIER ID NUMBER:		FUND DESCRIPTION:	
C32-36-093		0000011753		Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62686	CHARGE AMOUNT: 64 307.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 22	ENY/STATUTE: 2024	FISCAL YEAR: 2024/2025

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

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

N/A

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024

Agency: Los Angeles Police Department
Application: Law Enforcement

APPLICANT NAME :	Los Angeles Police Department		
PROJECT TITLE :	Law Enforcement	PROJECT NUMBER (Division use only) :	G24-03-66-L01
PROJECT TYPE :	<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		
PROJECT DESCRIPTION :	<p>The Project is to provide Law Enforcement activities related to Off-Highway Vehicle (OHV) Recreation and motorized access to non-motorized recreation. Project activities will occur within the area(s) listed under "Item 1" and "Item 2" in the Law Enforcement Needs section of the Agency's Application, as per section 4970.12(f)(1) of the Program Regulations and within the jurisdiction of the Los Angeles Police Department.</p> <p>These activities may include but are not limited to law enforcement patrols, installation of regulatory and educational signs, placement of barriers, creation of maps, search and rescue, and educational outreach about safety, protecting the environment, and respecting private property.</p> <p>The Project may also provide for the purchase of Equipment, materials, and supplies as outlined in the Project Cost Estimate.</p> <p>Additionally, the Grantee must provide a minimum of twenty-five (25) percent of the total Project cost in matching funds.</p>		

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIRECT EXPENSES							
Program Expenses							
1 Staff							
	1. Staff-Motor Sergeant- Overtime Notes : Staff-Motor Sergeant - Overtime Notes: This line denotes 120 hours of Motor Sergeants' overtime at a rate of \$123 per hour plus 9.44% direct related costs, totaling	120.000 0	134.611	HRS	16,153.00	16,153.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024

Agency: Los Angeles Police Department

Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
\$134.611 per hour. 1 sergeant x 10 hours x \$134.611/hour x 12 operations The overtime rate is 1.5 multiplied by hourly rate; rates shows an increase from G23 amounts. The rates for Sergeants and Police Officers have been raised per MOU approved in 2023. The rate shows the average for a Motor Sergeant Position. Sworn Overtime Fringe Benefit rate - 9.44% is from the approved CAP 41 and includes Medicare – 1.38%, Worker's Comp – 7.64%, Unemployment Claims - .01%, Share of Carry Forward - .41% Total 9.44%. Documentation will be provided as requested. This request will pay for 400 hours for a Sergeant to work OHV enforcement operations. This amount will cover the cost of 1 Motor Sergeant, 40 shifts						

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024
Agency: Los Angeles Police Department
Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
within 10 months, 10 hours shifts. **Increased need and demand for OHV enforcement resulting to increase hours requested.						
2. Staff-Law Enforcement Motor Officers -Overtime Notes : Notes: This line denotes 360 hours of Motor Officers' overtime at an average pay rate of \$108 per hour plus 9.44% direct related costs, totaling \$118.195 per hour. +2.89 hrs for unforeseen activities. 3 Officers x 10 hours x \$118.195/hour x 12.5 operations. The overtime rate is 1.5 multiplied by hourly rate; rates shows an increase from G23 amounts. The rates for Sergeants and PO have been raised per MQU agreements approved in 2023. The rate shows the average for a Motor Officer	377.800 0	118.195	HRS	44,654.00	44,654.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024
Agency: Los Angeles Police Department
Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>Position.</p> <p>Sworn Overtime Fringe</p> <p>Benefit rate -</p> <p>9.44% is from the approved CAP 41 and includes Medicare -</p> <p>1.38%, Worker's Comp - 7.64%,</p> <p>Unemployment Claims - .01%, Share of Carry Forward - .41%</p> <p>Total 9.44%.</p> <p>Documentation will be provided as requested.</p> <p>This request will pay for 1200 hours to cover 3 Officers to work each OHV enforcement detail. This amount will cover the cost of 3 officers, 40 operations within 10 months, 10-hour shift</p> <p>**Increased need and demand for OHV enforcement resulting to increase hours requested.</p>						
3. Staff-Motor Sergeant - On-duty general fund Notes : Notes : This line item is a match. This line denotes	45.0000	144.164	HRS	6,487.00	0.00	6,487.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024
Agency: Los Angeles Police Department
Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
45hours of Motor Sergeants' pay \$82 per hour plus 75.81% fringe benefit rates, totaling \$144.164 per hour.						
1 Motor Sergeant x 10 hours x 4.5 operations x \$144.164 The rate shows an increase from G23 amounts. The rates for Sergeants and PO have been raised per MOU agreements approved in 2023. The rate shows the average for a Motor Sergeant Position.						
Sworn Salary Fringe Benefit rate - 75.81% is from the approved CAP 41 and includes Pension 46.83%, L.A. Well Health & Dental Plans 13.93%, Employee Assistance 0.10%, Medicare 1.53%, Part Time/Seasonal/Tempor ary Pension 0.04%, Unused Sick/Vacation Payout 1.49%, Unemployment Claims 0.00%, Workers Compensation 8.47%,						

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024
Agency: Los Angeles Police Department
Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>Carry Forward, Positive 3.41%. Documentation will be provided as requested.</p> <p>This match will cover the cost of a Motor Sergeant to work OHV enforcement details.</p> <p>This amount will cover 1 sergeant per 10- hours-shift. 40 operations will be worked as a match for the grant program.</p>						
<p>4. Staff-Motor Officers - On-duty general fund Notes : Notes : This line item is a match.</p> <p>This line denotes 120 hours of Motor Officers' average pay of \$72 per hour plus 75.81% fringe benefit rates, totaling 126.583 per hours.</p> <p>3 Motor Officers x 10 hours x \$126.583/hours x 4 locally-funded operations during the grant period.</p> <p>The rate shows an increase from G23 amounts. The rates for Sergeants and PO have been raised per MOU agreements approved in</p>	120.000 0	126.583	HRS	15,190.00	0.00	15,190.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024
 Agency: Los Angeles Police Department
 Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
2023. The rate shows the average for a Motor Officer Position. Sworn Salary Fringe Benefit rate - 75.81% is from the approved CAP 41 and include Pension 46.83%, L.A. Well Health & Dental Plans 13.93%, Employee Assistance 0.10%, Medicare 1.53%, Part Time/Seasonal/Temporary Pension 0.04%, Unused Sick/Vacation Payout 1.49%, Unemployment Claims 0.00%, Workers Compensation 8.47%, Carry Forward, Positive 3.41%. Documentation will be provided as requested. This match will cover the cost of 3 Motor Officers to work OHV enforcement detail. This amount will cover 10-hours- shift for 40 locally-funded operations.						
Total for Staff				82,484.00	60,807.00	21,677.00
2 Contracts						
3 Materials / Supplies						

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024
Agency: Los Angeles Police Department
Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
1. Materials / Supplies- Safety Equipment Notes : This line item budgets the purchase for off-road safety equipment. The ORU determined the following as needed: 13 Protective pants (\$201X13); 8 Boots (\$152.25x8). ORU has 22 personnel - 2 Motor Sergeants, 17 Motor Officers and 3 Reserve Motor Officers. The above line item will be used to replace worn/torn/damaged gear. Each officer is actively participating in Off-road riding which requires safety equipment. These are wear items and require replacement in an as needed basis, whether they are damaged during general use or rendered instantly unserviceable if involved in a "crash" whereby the rider exits the motorcycle and collides with the roadway/dirt tearing or ripping the gear. Requested cost is	7.0000	500.000	EA	3,500.00	3,500.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2024
Agency: Los Angeles Police Department
Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
consistent with estimated and established rotation schedules. It is estimated that there will be 7 purchases of \$500 each.						
4 Equipment Use Expenses						
5 Equipment Purchases						
6 Others						
Total Program Expenses				85,984.00	64,307.00	21,677.00
TOTAL DIRECT EXPENSES				85,984.00	64,307.00	21,677.00
INDIRECT EXPENSES						
Indirect Costs						
1 Indirect Costs						
Total Indirect Costs				0.00	0.00	0.00
TOTAL INDIRECT EXPENSES				0.00	0.00	0.00
TOTAL EXPENDITURES				85,984.00	64,307.00	21,677.00
TOTAL PROJECT AWARD				64,307.00		

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 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 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.