

# LOS ANGELES POLICE COMMISSION

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

(213) 236-1400 PHONE  
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December 18, 2023

BPC #23-246

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 2023 – 2024 OFF-HIGHWAY MOTOR  
VEHICLE RECREATION PROGRAM – EDUCATION AND SAFETY GRANT.

At the regular meeting of the Board of Police Commissioners held Tuesday, December 12, 2023, the Board APPROVED the Department's report relative to the above matter.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink, appearing to read "Rebecca Munoz".

REBECCA MUNOZ  
Commission Executive Assistant

Attachment

c: Chief of Police

## INTRADEPARTMENTAL CORRESPONDENCE

RECEIVED

DEC 09 2023

November 28, 2023

1.14

POLICE COMMISSION

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police



REVIEWED BY:

RICHARD M. TEFANK  
EXECUTIVE DIRECTOR

DATE

12/3/23

**SUBJECT:** TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR  
THE 2023-2024 OFF-HIGHWAY MOTOR VEHICLE RECREATION  
PROGRAM – EDUCATION AND SAFETY (G23-03-66-S01)

## 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 2023-2024 Off-Highway Motor Vehicle Recreation (OHMVR) Program – Education and Safety, 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 and ACCEPT the grant award of \$178,500 from the State of California, Department of Parks and Recreation for the OHMVR Program – Education & Safety for the period of January 1, 2024, through December 31, 2024;
  - 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 \$178,500 to an appropriation account to be determined, in Fund No. 339, Department No. 70, for the receipt and disbursements of OHMVR Program – Education and Safety 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 \$178,500 in accordance with the grant award agreement;

- F. AUTHORIZE the Controller to increase appropriations as needed for the 2023-2024 OHMVR Program – Education & Safety 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	\$89,734.39
Account No. TBD	Related Costs	\$10,265.61

- G. INSTRUCT the City Clerk to place the following action relative to the 2023-2024 OHMVR Program – Education and Safety on City Council agenda on July 1, 2024 or the first meeting day thereafter.

AUTHORIZE the Controller to increase appropriations as needed for the 2023-2024 OHMVR Program – Education & Safety 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	\$61,019.38
Account No. TBD	Related Costs	\$ 6,980.62

- H. AUTHORIZE the Chief of Police, or his designee, to negotiate and execute an Agreement with the LAPD Devonshire PALS (PALS) for the LAPD to operate the Off-Highway Vehicle for Mentoring Education (OHV4ME) youth program using minibikes as a motivational tool, subject to the approval of the City Attorney as to form and legality;
- I. 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 Program - Education & Safety provides financial assistance to local and federal agencies to deliver safety programs and education that teach public awareness for responsible off-highway vehicle (OHV) safety, environmental responsibility, and respect for private property. Through this \$178,500 award, the LAPD will partner with the LAPD Devonshire Police Activity League Supporters (PALS) to continue the Off-Highway Vehicle for Mentoring Education (OHV4ME) Program focusing on OHV recreation and education to LAPD youth program participants.

The OHV4ME Program was created in 2022 to continue with the now-defunct National Youth Project Using Minibikes (NYPUM) program which provided the OHV training and guidelines to its partners since 1969. After implementing the NYPUM program for a few

years, the LAPD's Valley Traffic Division (VTD) adopted the NYPUM's time-tested framework and developed the OHV4ME Program, tailoring it to meeting not only the OHMVR grant's goals, but also LAPD's community engagement strategies.

Through the OHMVR Program – Education and Safety, the LAPD will host 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 OHV4ME program engages at-risk and disadvantaged youths, ages 10 to 17 years old, to promote their development through offering new and exciting activities that are not readily accessible to them. While the core idea is to put the kids together with a caring adult, a minibike, 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 that could change the conditions which foster alienation, delinquency, and crime for the participating youth. Most participants discover that they can work together with others and often display leadership. These activities, in turn, develop self-esteem, strong values, and a sense of responsibility among the targeted youth participants, using the minibike as a motivational tool.

The grant award budgets \$150,753.77 for sworn overtime along with \$17,246.23 sworn overtime fringe benefits and related costs to continue the OHV4ME program activities, \$8,000 for youth participants' safety equipment, and \$2,500 indirect costs for OHV4ME insurance. The grant requires a 36 percent in-kind match, which will be satisfied by salaries of the ORU personnel and safety gears.

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

Respectfully,

  
MICHEL R. MOORE  
Chief of Police

**BOARD OF  
POLICE COMMISSIONERS**  
Approved *December 12, 2023*  
Secretary *Rebecca Munoz*

Attachments

## PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G23-03-66-S01 PROJECT TYPE: Education & Safety

GRANTEE: Los Angeles Police Department

PROJECT TITLE: Education & Safety

PROJECT PERFORMANCE PERIOD: FROM 01/01/2024 THROUGH 12/31/2024

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$178,500.00** (One Hundred Seventy Eight Thousand Five Hundred 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: C32-35-060		SUPPLIER ID NUMBER: 0000011753		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62685	CHARGE AMOUNT: 178,500.00		PROGRAM: 2855
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 12	ENY/STATUTE 2023	FISCAL YEAR: 2023/2024

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 - 2023 Agency: Los Angeles Police Department Application: Education & Safety

<b>APPLICANT NAME :</b>	Los Angeles Police Department		
<b>PROJECT TITLE :</b>	Education & Safety	<b>PROJECT NUMBER (Division use only) :</b>	G23-03-66-S01
<b>PROJECT TYPE :</b>	<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		
<b>PROJECT DESCRIPTION :</b>	<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.</p> <p>The Project may also provide for the purchase of Equipment, Heavy Equipment, materials, and supplies as outlined in the Project Cost Estimate.</p> <p>Grantee must provide a minimum of thirty-six (36) percent of the total Project cost in matching funds.</p> <p><u>Project Deliverables</u></p> <ol style="list-style-type: none"> <li>Classroom or Field Training           <ul style="list-style-type: none"> <li>Conduct approximately four (4) Motorcycle Safety Foundation courses for adolescents 10-17 years of age at the Edward M. Davis Training Facility. Activities include but are not limited to classroom and field training on riding techniques, environmental responsibility related to OHV use, and Tread Lightly principles.</li> </ul> </li> <li>Educational Outreach           <ul style="list-style-type: none"> <li>Anticipate attending approximately ten (10) community events to provide educational outreach, including displaying OHV gear and equipment.</li> </ul> </li> </ol>		

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
<b>1 Staff</b>						
1. Staff-Sergeant Notes : This line denotes 400 hours of Motor Sergeants' overtime at a pay rate of \$117 per hour plus 11.44% direct related costs.	400.000 0	130.384	HR	52,154.00	46,800.00	5,354.00

# ATTACHMENT 1

## Project Cost Estimate for Grants and Cooperative Agreements Program - 2023 Agency: Los Angeles Police Department Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>This request will pay a Motor Sergeant to supervise and oversee each OHV4ME training event. This would cover 4 10-hours OHV4ME shift per month for 10 months.</p> <p>1 sergeant x 10 hours x 4 shifts x 10 months x \$130.384/hour</p> <p>The program is designed to have two events/shift per week. The overtime rate is 1.5 multiplied by hourly rate; rates shows an increase from previous year. The rates for Sergeants and Police Officers have been raised per MOU agreements. The rate shows the average for a Motor Sergeant Position.</p> <p>Sworn Overtime Fringe Benefit rate (match) 11.44% is from the approved CAP 41 and includes Medicare – 1.38%, Worker's Comp – 7.64%,</p>						

# ATTACHMENT 1

## Project Cost Estimate for Grants and Cooperative Agreements Program - 2023 Agency: Los Angeles Police Department Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>Unemployment Claims - .01%, Share of Carry Forward - .41% Central Services is 2% Total 11.44%. Documentation will be provided as requested.</p> <p>Overtime hours will be used to implement this project as an auxiliary but integral duty to VTD personnel.</p>						
<p>2. Staff-Motor Officers Notes : This line denotes 1,200 hours of Motor Officers' overtime at \$101 per hour plus 11.44% direct related costs.</p> <p>This request will pay for 3 Motor Officer to manage and conduct each OHV4ME training event. This would cover 3 Motor Officers every 10-hour OHV4ME shift per week for 10 months. 3 Motor Officers x 10 hours x 4 shifts x 10 months x \$112.554 /hour</p> <p>The program is</p>	1200.00 00	112.554	HRS	135,065.00	121,200.00	13,865.00

# ATTACHMENT 1

## Project Cost Estimate for Grants and Cooperative Agreements Program - 2023 Agency: Los Angeles Police Department Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>designed to have two events/shift per week.</p> <p>The overtime rate is 1.5 multiplied by hourly rate; rates shows an increase from previous year. The rates for Sergeants and Police Officers have been raised per MOU agreements. The rate shows the average for a Motor Officer Position.</p> <p>Sworn Overtime Fringe Benefit rate (match) 11.44% is from the approved CAP 41 and includes Medicare – 1.38%, Worker's Comp – 7.64%, Unemployment Claims - .01%, Share of Carry Forward -.41% Central Services is 2% Total 11.44%.</p> <p>Documentation will be provided as requested.</p> <p>Overtime hours will be used to implement this project as an auxiliary but integral duty to VTD.</p>						
<p>3. Staff-Motor Sergeant - Match</p> <p>Notes : MATCH. This line denotes 150 hours</p>	150.000 0	137.132	HRS	20,570.00	0.00	20,570.00

# ATTACHMENT 1

## Project Cost Estimate for Grants and Cooperative Agreements Program - 2023 Agency: Los Angeles Police Department Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>of Motor Sergeants' hourly rate at \$78 plus 75.81% fringe benefit rates.</p> <p>This request will pay a Motor Sergeant to supervise and oversee each OHV4ME training event. This would cover 1.5 10-hours OHV4ME shift per month for 10 months. 1 Motor Sergeant x 10 hours x 1.5 shifts x 10 months x \$137.132.</p> <p>The program is designed to have two events/shift per week. The rate shows an increase from previous year. The rates for Sergeants and PO have been raised per MOU agreements. The rate shows the average for a Motor Sergeant Position.</p> <p>Sworn Salary Fringe Benefit rate - 75.81% is from the federally approved CAP 41 and includes Pension 46.83%, L.A. Well Health &amp; Dental Plans</p>						

# ATTACHMENT 1

## Project Cost Estimate for Grants and Cooperative Agreements Program - 2023 Agency: Los Angeles Police Department Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
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.  Hourly rate is based on current Union MOU rate.						
4. Staff-Motor Officers - Match  Notes : MATCH. This line denotes 500 hours of Motor Officers' hourly rate at \$78 plus 75.81% fringe benefit rates.  This request will pay for 3 Motor Officer to manage and conduct each OHV4ME training event. This would cover 1.5 10-hours OHV4ME shift per month for 10 months.	500.000 0	117.792	HRS	58,896.00	0.00	58,896.00

# ATTACHMENT 1

## Project Cost Estimate for Grants and Cooperative Agreements Program - 2023 Agency: Los Angeles Police Department Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>3 Motor Officer x 10 hours x 1.67 shifts x 10 months x \$117.80/hours</p> <p>The program is designed to have two events/shift per week. The rate shows an increase from previous year. The rates for Sergeants and PO have been raised per MOU agreements. The rate shows the average for a Motor Officer Position.</p> <p>Salary Fringe Benefit rate - 75.81% is from the federal approved CAP 41 and includes Pension 46.83%, L.A. Well Health &amp; 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</p>						

# ATTACHMENT 1

## Project Cost Estimate for Grants and Cooperative Agreements Program - 2023 Agency: Los Angeles Police Department Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
requested						
Hourly rate is based on current Union MOU rate.						
<b>Total for Staff</b>				266,685.00	168,000.00	98,685.00
<b>2 Contracts</b>						
<b>3 Materials / Supplies</b>						
1. Materials / Supplies- Motorcycle Safety Gloves Notes : This line item is for Off-Road safety gloves for 20 juveniles with a variety of different sizes. The safety gloves are required safety equipment for all participants in the OHV4ME program. Additionally, any gloves which sustains damage in a "crash" require replacement for safety concerns.  The cost was obtained using basic entry level comparison pricing IE: O'Neal element gloves.  Each participant will require safety gloves to be assigned throughout the entire program. This	20.0000	20.000	EA	400.00	400.00	0.00

# ATTACHMENT 1

## Project Cost Estimate for Grants and Cooperative Agreements Program - 2023 Agency: Los Angeles Police Department Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
demands additional gloves in inventory. The roadway is dirt and rock, causing damage to the safety gear and rendering it useless. Wear and tear from the 10-17 year-olds & newly exposed to motorcycle riding is more aggressive than seasoned riders. We have found that approximately the same amount of gear either expires, is damaged, or is worn out on an annual basis. We plan on replacing 20 of the prior years gloves due to wear and tear as explained above.						
2. Materials / Supplies- Safety Goggles Notes : This line item is for Off-Road safety goggles for 20 juveniles. The goggles are required safety equipment for all participants in theOHV4ME program. Additionally, any goggles which sustains damage in a "crash" requires replacement for	20.0000	25.000	EA	500.00	500.00	0.00

# ATTACHMENT 1

## Project Cost Estimate for Grants and Cooperative Agreements Program - 2023 Agency: Los Angeles Police Department Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>safety concerns. The goggles are a safety item and will prevent potential eye injury to the participants. The cost estimate was obtained using basic entry level goggle price comparison IE: fly racing goggles</p> <p>Each participant will require safety goggles assigned during the entire program. This demands additional goggles in inventory. The roadway is dirt and rock, causing damage to the safety gear and rendering it useless. Wear and tear from the 10-17-year-olds &amp; newly exposed to motorcycle riding is more aggressive than seasoned riders. We have found that approximately the same amount of gear either expires, is damaged, or is worn out annually. We expect to replace 20 of the prior years goggles due to the above explanation.</p>						
3. Materials / Supplies-	20.0000	25.000	EA	500.00	500.00	0.00

# ATTACHMENT 1

## Project Cost Estimate for Grants and Cooperative Agreements Program - 2023 Agency: Los Angeles Police Department Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>Elbow Guards</p> <p>Notes : This line item is for Off-Road safety elbow guards for 20 juveniles with a variety of different sizes. The elbow guards are required safety equipment for all participants in the OHV4ME program. Additionally, any safety elbow guards which sustains damage in a "crash" requires replacement for safety concerns. The elbow guards are safety equipment and would eliminate or prevent any injuries to the juveniles upon an unexpected fall. The cost was obtained using a basic level elbow guard price.</p> <p>Each participant will require elbow guards assigned during the entire program. This demands additional elbow guards in inventory.</p> <p>The roadway is dirt and rock, causing damage to the safety gear and rendering it useless.</p>						

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023  
Agency: Los Angeles Police Department  
Application: Education & Safety**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Wear and tear from the 10-17 year-olds & newly exposed to motorcycle riding is more aggressive than seasoned riders. We have found that approximately the same amount of gear either expires, is damaged, or is worn out annually. We plan on replacing 20 elbow guards this season due to wear and tear.						
4. Materials / Supplies- Knee Guards Notes : This line item is for Off-Road safety knee guards for 20 juveniles with a variety of different sizes. The safety knee guards are required safety equipment for all participants in the program. Additionally, any safety knee guards which sustains damageOHV4ME in a "crash" requires replacement for safety concerns. The knee guards are safety equipment and would eliminate or prevent any	20.0000	30.000	EA	600.00	600.00	0.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023**  
**Agency: Los Angeles Police Department**  
**Application: Education & Safety**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>injuries to the juveniles upon an unexpected fall. The cost was obtained using a basic level knee guard price.</p> <p>Each participant will require knee guards to be assigned during the entire program. This demands additional knee guards in inventory.</p> <p>The roadway is dirt and rock, causing damage to the safety gear and rendering it useless.</p> <p>Wear and tear from the 10-17 year-olds &amp; newly exposed to motorcycle riding is more aggressive than seasoned riders. We have found that approximately the same amount of gear either expires, is damaged, or is worn out annually.</p> <p>We plan on replacing 20 knee guards this season due to wear and tear.</p>						
<p>5. Materials / Supplies- safety riding pants</p> <p>Notes : This is for 44 pair of motorcycle safety riding pants. cost based</p>	44.0000	100.000	EA	4,400.00	4,400.00	0.00

# ATTACHMENT 1

## Project Cost Estimate for Grants and Cooperative Agreements Program - 2023 Agency: Los Angeles Police Department Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>on 44 pants x \$100 each =\$4400</p> <p>Each participant will require riding to be assigned during the entire program. This demands additional riding pants in inventory. The roadway is dirt and rock, causing damage to the safety gear and rendering it useless. Wear and tear from the 10-17 year-olds &amp; newly exposed to motorcycle riding is more aggressive than seasoned riders. We have found that approximately the same amount of gear either expires, is damaged, or is worn out annually. Due to pant sizing and wear from prior use, we plan on replacing 44 pairs of safety pants.</p>						
<p>6. Materials / Supplies- Motorcycle Helmets Notes : This line item is for Off-Road helmets for 20 juveniles with a variety of different sizes. The helmets are required safety</p>	20.0000	80.000	EA	1,600.00	1,600.00	0.00

# ATTACHMENT 1

## Project Cost Estimate for Grants and Cooperative Agreements Program - 2023 Agency: Los Angeles Police Department Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>equipment for all participants in the OHV4ME program. Additionally, any helmet which sustains damage in a "crash" requires replacement for safety concerns.</p> <p>The cost for the helmets was obtained using basic entry level helmet price comparison IE: O'Neal series-3 helmet. Each participant will require a helmet to be assigned throughout the entire program. This demands additional helmets in inventory. The roadway is dirt and rock, causing damage to the safety gear and rendering it useless. Wear and tear from the 10-17 year-olds &amp; newly exposed to motorcycle riding is more aggressive than seasoned riders. We have found that approximately the same amount of gear either expires, is damaged, or is worn out on an annual basis. We will be replacing 20 of our prior</p>						

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023  
Agency: Los Angeles Police Department  
Application: Education & Safety**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
years helmets due to the above explanation.						
<b>Total for Materials / Supplies</b>				8,000.00	8,000.00	0.00
<b>4 Equipment Use Expenses</b>						
<b>5 Equipment Purchases</b>						
<b>6 Others</b>						
<b>Total Program Expenses</b>				274,685.00	176,000.00	98,685.00
<b>TOTAL DIRECT EXPENSES</b>				274,685.00	176,000.00	98,685.00
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
<b>1 Indirect Costs</b>						
1. Indirect Costs-Insurance Liability Policy Notes : The line item covers insurance policy covers the participants and the volunteers who participate in the OHV4ME training event. It also covers the additional insured, their agents or entities, directors, and Motor Officers of entities that are connected in any way to the OHV4ME training events. Quotes gathered from providers amount to approximately \$5,000.	1.0000	2500.000	YR	2,500.00	2,500.00	0.00
2. Indirect Costs-Motor Sergeant Training	20.0000	137.132	HRS	2,743.00	0.00	2,743.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023  
Agency: Los Angeles Police Department  
Application: Education & Safety**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Notes : MATCH This line item is for 2 Motor Sergeants to complete the LAPD-required Dual-Purpose Motorcycle Training. This training is for 20 hours with the Motor Sergeants' hourly rate at \$78 plus 75.81% fringe benefit rates  2 Sergeants x 10 hours x \$137.132						
3. Indirect Costs-Motor Officer training Notes : MATCH This line item is for 9 Motor Officers to complete The LAPD-required Dual-Purpose Motorcycle Training. This annual certification is for 10 hours with the Motor Officers' hourly rate at \$67 plus 75.81% fringe benefit rates. 17 Officers x 10 hours x 117.792	90.0000	117.792	HRS	10,601.00	0.00	10,601.00
4. Indirect Costs-Equipment Use Expense: side-by-side Notes : MATCH The Can Am side by side travels approx. 10 miles per training shift.	400.000 0	0.585	MI	234.00	0.00	234.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2023  
Agency: Los Angeles Police Department  
Application: Education & Safety**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
1 side by side x 10 miles per day x 40 sessions = 400 The rate of \$0.585 was obtained using the California vehicle reimbursement rate. ( <a href="https://www.employers.org/news/2021/12/30/newsletter/2022-irs-mileage-rate-is-up-from-2021/">https://www.employers.org/news/2021/12/30/newsletter/2022-irs-mileage-rate-is-up-from-2021/</a> )						
<b>Total for Indirect Costs</b>				16,078.00	2,500.00	13,578.00
<b>Total Indirect Costs</b>				16,078.00	2,500.00	13,578.00
<b>TOTAL INDIRECT EXPENSES</b>				16,078.00	2,500.00	13,578.00
<b>TOTAL EXPENDITURES</b>				<b>290,763.00</b>	<b>178,500.00</b>	<b>112,263.00</b>
<b>TOTAL PROJECT AWARD</b>				<b>178,500.00</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 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.