

# LOS ANGELES POLICE COMMISSION

## BOARD OF POLICE COMMISSIONERS

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INSPECTOR GENERAL

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

(213) 236-1400 PHONE  
(213) 236-1410 FAX  
(213) 236-1440 TDD

November 2, 2021

BPC #21-205

The Honorable Eric Garcetti  
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 2021-2022 OFF-HIGHWAY MOTOR  
VEHICLE RECREATION GRANT- LAW ENFORCEMENT.

At the regular meeting of the Board of Police Commissioners held Tuesday, November 2, 2021  
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

A handwritten signature in blue ink that reads "Maria Silva".

MARIA SILVA  
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

21-205  
REVIEWED *[Signature]* 10/28/21  
RICHARD M. TERANK  
EXECUTIVE DIRECTOR  
DATE

October 27, 2021  
14.1

**RECEIVED**

**OCT 28 2021**

**POLICE COMMISSION**

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

**FROM:** Chief of Police

**SUBJECT:** TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR THE  
2021-2022 OFF-HIGHWAY MOTOR VEHICLE RECREATION GRANT –  
LAW ENFORCEMENT (LE)

**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 2021-2022 Off-Highway Motor Vehicle Recreation (OHMVR) Program – Law Enforcement, pursuant to Administrative Code Section 14.6(a), to the Mayor, Office of the City Administrative Officer, Office of the Chief Legislative Analyst, and to the City Clerk for Committee and City Council consideration.
3. That the Board REQUEST the Mayor and City Council to:
  - A. AUTHORIZE the Chief of Police to retroactively apply for the OHMVR Grant Program – Law Enforcement and ACCEPT the grant award of \$69,791 from the State of California, Department of Parks and Recreation for the period of November 1, 2021 through October 31, 2022;
  - 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 \$69,791 to an appropriation account to be determined, in Fund No. 339, Department No. 70, for the receipt and disbursements of OHMVR – Law Enforcement 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 \$69,791 in accordance with the grant award agreement;

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

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

- G. AUTHORIZE the City Council to INSTRUCT the City Clerk to place on Council Calendar for July 1, 2022, the following action relative to the 2021-2022 OHMVR Law Enforcement 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, \$ 10,191

- 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 – Law Enforcement provides financial assistance to local and federal agencies for the protection of life and property, including natural and cultural resources, related to OHMVR recreation and motorized access to non-motorized recreation, such as hunting, fishing, hiking and camping.

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

The ORU will utilize \$60,191 for sworn overtime and \$3,350 for safety equipment. The ORU plans to purchase one four-seat side-by-side vehicle for off-road area patrol that will be partially funded by this grant (\$6,250.00). The grant requires a 25 percent in-kind match which will be satisfied by utilizing salaries for the Off-Road Unit personnel and the vehicle purchase match (\$6,250).

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

Respectfully,

  
MICHEL R. MOORE  
Chief of Police

BOARD OF  
POLICE COMMISSIONERS

Approved *November 2, 2001*  
Secretary *Maria Silva*

Attachments

## INTRADEPARTMENTAL CORRESPONDENCE

October 20, 2021  
14.1

**TO:** Chief of Police

**FROM:** Commanding Officer, Risk Management Legal Affairs Group

**SUBJECT:** TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR THE  
2021-2022 OFF-HIGHWAY MOTOR VEHICLE RECREATION PROGRAM  
GRANT – LAW ENFORCEMENT

Attached for your approval and signature is an Intradepartmental Correspondence to the Board of Police Commissioners requesting approval to transmit the attached grant application and award for the 2021-2022 Off-Highway Motor Vehicle Recreation Program – Law Enforcement. The Los Angeles Police Department (LAPD) has been awarded \$69,791 by the State of California, Department of Parks and Recreation. The grant period begins on November 1, 2021 and ends on October 31, 2022.

The Off-Road Unit (ORU) at Valley Traffic Division will utilize grant funding to enforce prevention of illegal off-highway vehicle activity throughout the City of Los Angeles. The ORU will utilize \$60,191 for sworn overtime and \$3,350 for safety equipment. It also plans to purchase one four-seat side-by-side for off-road area patrol that will be partially funded by this grant (\$6,250). The grant requires a 25 percent in-kind match which will be satisfied by utilizing salaries for the Off-Road Unit personnel and the vehicle purchase match (\$6,250).

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



STEVEN LURIE, Commander  
Commanding Officer  
Risk Management Legal Affairs Group

Attachments

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: G21-03-66-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Los Angeles Police Department

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 11/01/2021 THROUGH 10/31/2022

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$69,791.00 (Sixty Nine Thousand Seven Hundred Ninety One 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: C32-33-107		SUPPLIER ID NUMBER: 0000011753		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62677	CHARGE AMOUNT: 69,791.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 6	ENY/STATUTE 2021	FISCAL YEAR: 2021/2022

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 - 2021**  
**Agency: Los Angeles Police Department**  
**Application: Law Enforcement**

<b>APPLICANT NAME :</b>	Los Angeles Police Department		
<b>PROJECT TITLE :</b>	Law Enforcement	<b>PROJECT NUMBER (Division use only) :</b>	G21-03-66-L01
<b>PROJECT TYPE :</b>	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
<b>PROJECT DESCRIPTION :</b>	<p>The Project is to provide Off-Highway Vehicle (OHV) related Law Enforcement activities within the jurisdiction Los Angeles Police Department. The activities may include, but are not limited to patrol, barrier installation, maps, search and rescue.</p> <p>Project may also provide for the purchase of Equipment, Heavy Equipment, materials and supplies as outlined in the Project Cost Estimate. Grantee agrees that all Equipment and Heavy Equipment will be kept as part of their Equipment's inventory for the duration of the Equipment's useful life and may only be used on activities that are applicable to the Law Enforcement category per Section 4970.12 of the Grants and Cooperative Agreements Program Regulations. Grantee must obtain written Off-Highway Vehicle Motor Vehicle Recreation (OHMVR) Division approval prior to disposition of all Grant related purchased Equipment and/or Heavy Equipment.</p> <p>Grantee is required to 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
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
<b>1 Staff</b>						
1. Staff-Motor Sergeant-Overtime	150.0000	112.000	HRS	16,800.00	16,800.00	0.00
Notes : Staff-Motor Sergeant - Overtime						
Notes : This line denotes 150 hours of Motor Sergeants' overtime at a pay rate of \$112 per hour.						
This request will pay for 150 hours for a Sergeants to work OHV enforcement operations.						

## ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2021**  
**Agency: Los Angeles Police Department**  
**Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
This amount will cover the cost of 1 Motor Sergeant, 15 10-hours-shifts within 7 months (1 sergeant x 10 hours x 15 operations) .						
2. Staff-Law Enforcement Motor Officers -Overtime Notes : Notes: This line denotes 451.99 hours of Motor Officers overtime at an average pay rate of \$96 per hour.  This request will pay for 451.99 hours to cover 3 Officers to work OHV enforcement operations. This amount will cover the cost of 3 officers, 15-10-hours-shift within 7months (3 Officers x 10 hours x 15.066 operation).	451.9900	96.000	HRS	43,391.00	43,391.00	0.00
3. Staff-Motor Sergeant Notes : Notes : This line item is a match. This line denotes 35 hours of Motor Sergeants' pay \$75 per hour (OHMVR allowed \$68)  This match will cover the cost of a Motor	0.0000	68.000	HRS	0.00	0.00	0.00



## ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2021**  
**Agency: Los Angeles Police Department**  
**Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Sergeant to work OHV enforcement operations. This amount will cover 1 10-hours-shift for 3.5 months (1 Motor Sergeant x 10 hours x 3.5 months)						
4. Staff-Law Enforcement Motor Officers Notes : Notes: This line item is a match. This line denotes 105hours of Motor Officers' average pay of \$64 per hour.  This match will cover the cost of 3 Motor Officers to work OHV enforcement operations. This amount will cover 1 10-hours-shift for 3.5 months (3 Motor Officers x 10 hours x 3.5 months)	0.0000	64.000	HRS	0.00	0.00	0.00
5. Staff-Motor Officer Off-Road Recertification Notes : This line item is a match and denotes the Annual Off-Road Recertification training costs for 15 Motor Officers to maintain Post certification for Off-Road Motor Officer	150.000 0	64.000	HRS	9,600.00	0.00	9,600.00

## ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2021**  
**Agency: Los Angeles Police Department**  
**Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
status (required status for LAPD Off-Road motor Officers) The training is for 10 hours 15 officers x 10 hours.						
6. Staff-Motor Sergeant, Off-Road Off Road School Notes : This line item is a match and denotes the Off Road Motor School for 1 Motor Sergeants (required re-certification for LAPD Off-Road, dual purpose) The training is for 40 hours.	40.0000	68.000	HRS	2,720.00	0.00	2,720.00
7. Staff-Reserve Motor Officer /Volunteers Notes : This is a match line item. This line denotes 120 hours of Reserve Motor Officer's volunteer hours valued at \$29.95 per hour. This rate is from independentsector.org  This match will cover the cost of a volunteer Reserve Motor Officer to work OHV enforcement operations. This amount will cover 1 ten hour shift for 12	0.0000	30.000	HRS	0.00	0.00	0.00

## ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2021**  
**Agency: Los Angeles Police Department**  
**Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
months (1 reserve officer x 10 hours x 12 months)						
<b>Total for Staff</b>				72,511.00	60,191.00	12,320.00
<b>2 Contracts</b>						
<b>3 Materials / Supplies</b>						
1. Materials / Supplies- Supply Off Road Helmets Notes : This line item is a match. This line covers the cost of off-road helmets, a required safety equipment, used by each Motor Officer working ORU.  The LAPD provides each ORU Motor Officer with the required safety equipment upon joining the unit. The Shoei-VFX helmet provided has radio communications installed upon ordering so it can work with the department radio. It is anticipated that LAPD will issue 6 helmets. 6 ORU personnel x \$700 each helmet	6.0000	700.000	EA	4,200.00	0.00	4,200.00
2. Materials / Supplies- Safety Equipment Notes : Notes: This line	1.0000	3350.000	EA	3,350.00	3,350.00	0.00

## ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2021**  
**Agency: Los Angeles Police Department**  
**Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>item budgets the purchase for off-road safety equipment. to include, ORU has 21 personnel – 3 motor sergeants, 15 motor officers and 3 reserve officers. The ORU did an audit of its safety gear and determined that the following gears needed replacement: Goggles (\$50) Gloves (\$50) Elbow&amp;Knee Pads (\$110) Protective Pants (\$125) .</p> <p>The above items will be used to replace worn/torn/damaged gear for Officers based on an average of approx 10 full sets of gear annually which becomes non-serviceable.</p>						
<b>Total for Materials / Supplies</b>				7,550.00	3,350.00	4,200.00
<b>4 Equipment Use Expenses</b>						
<b>5 Equipment Purchases</b>						
<p>1. Equipment Purchases-4 seat side-by-side</p> <p>Notes : This line item denotes the cost of one 4 seat side-by-side</p>	0.5000	25000.000	YR	12,500.00	6,250.00	6,250.00

## ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2021**  
**Agency: Los Angeles Police Department**  
**Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
which will be used to patrol in areas that would otherwise not be assessable. This allows for the transportation of Officers as well as possible arrestees in a patrol function. This cost will be equally split between this grant and the educational project.						
<b>6 Others</b>						
<b>Total Program Expenses</b>				92,561.00	69,791.00	22,770.00
<b>TOTAL DIRECT EXPENSES</b>				92,561.00	69,791.00	22,770.00
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
<b>1 Indirect Costs</b>						
1. Indirect Costs- Training the trainers Notes : Notes: This line item is a match. This line denotes the cost for training hours for 1 of 2- training instructors to keep off road members certified each year. The cost is \$64 hours per hour. These instructors provide and complete the quarterly training for motorcycle certification and dual purpose training for off road	50.0000	64.000	HRS	3,200.00	0.00	3,200.00

## ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2021**  
**Agency: Los Angeles Police Department**  
**Application: Law Enforcement**

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	certification. Total training hours per instructor is 50 hrs. (1 Officer x 50 hrs)						
<b>Total Indirect Costs</b>					3,200.00	0.00	3,200.00
<b>TOTAL INDIRECT EXPENSES</b>					3,200.00	0.00	3,200.00
<b>TOTAL EXPENDITURES</b>					<b>95,761.00</b>	<b>69,791.00</b>	<b>25,970.00</b>
<b>TOTAL PROJECT AWARD</b>					<b>69,791.00</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 or 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.

**Certificate Of Completion**

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Ethan Mathes

1416 9th Street, Room 950

Sacramento, CA 95814

Ethan.Mathes@parks.ca.gov

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Barbra Ann Montesquieu

n3202@lapd.online

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Electronic Record and Signature Disclosure:

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Signature

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**Editor Delivery Events**

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32928@lapd.lacity.org

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Timestamps