

LOS ANGELES POLICE COMMISSION

BOARD OF POLICE COMMISSIONERS

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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 9, 2021

BPC #21-211

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: TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR THE 2022 OFF-HIGHWAY MOTOR VEHICLE RECREATION GRANT – EDUCATION AND SAFETY PROGRAM.

At the regular meeting of the Board of Police Commissioners held Tuesday, November 9, 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

30
BPC # 21-211

RECEIVED

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POLICE COMMISSION

INTRADEPARTMENTAL CORRESPONDENCE

November 3, 2021
14.1

TO: The Honorable Board of Police Commissioners

REVIEWED BY: *Richard M. Tefank*
RICHARD M. TEFANK 11/4/21
EXECUTIVE DIRECTOR DATE

FROM: Chief of Police

SUBJECT: TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR THE
2022 OFF-HIGHWAY MOTOR VEHICLE RECREATION GRANT –
EDUCATION AND SAFETY PROGRAM

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE this report.
2. That the Board TRANSMIT the grant application and award for the 2022 Off-Highway Motor Vehicle Recreation (OHMVR) Grant – Education and Safety Program, pursuant to Administrative Code Section 14.6(a), to the Mayor, Office of the City Administrative Officer (CAO), Office of the Chief Legislative Analyst, and to the City Clerk for Committee and City Council consideration.
3. That the Board REQUEST the Mayor and City Council to:
 - A. AUTHORIZE the Chief of Police to retroactively apply for the OHMVR Grant – Education & Safety Program and ACCEPT the grant award of \$187,782 from the State of California, Department of Parks and Recreation for the period of January 1, 2022 through December 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 \$187,782 to an appropriation account to be determined, in Fund No. 339, Department No. 70, for the receipt and disbursements of OHMVR Grant – Education and Safety Program funds;
 - D. AUTHORIZE the Los Angeles Police Department (LAPD) to submit grant reimbursement requests to the grantor and deposit grant receipts in Fund No. 339, Department No. 70;

- E. AUTHORIZE the LAPD to spend up to the total grant amount of \$187,782 in accordance with the grant award agreement;
- F. AUTHORIZE the Controller to increase appropriations as needed from Fund No. 339, Department No. 70, appropriation account number to be determined, to Fund No. 100, Department No. 70, account number and amount as follows:

Account No. 001092, Overtime Sworn, \$110,000

- 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 OHMVR-Education and Safety Program 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, \$50,000

- H. AUTHORIZE the Chief of Police, or his designee, to negotiate and execute an Agreement with the National Youth Project Using Minibikes (NYPUM) for the LAPD to operate a local NYPUM 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 Grant - Education & Safety program 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 \$187,782 award, the LAPD will continue its partnership with NYPUM to provide OHV recreation and education to LAPD youth program participants.

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

10,000 minibikes since 1969. The NYPUM has been successfully implemented in nearly 50 programs nationwide.

This project incorporates the NYPUM program into LAPD's existing youth programs, providing youth with awareness of OHV activities and areas, as well as provide hands-on and classroom educational and safety training. The LAPD hosts a variety of community-based youth programs with prevention and intervention strategies, offering a positive relationship between the police, the City's youth, and their families. The goal is to develop self-esteem, strong values, and a sense of responsibility among the targeted youth participants, using the minibike as a motivational tool. The LAPD-NYPUM program not only supports OHV recreation but provides disadvantaged youth the opportunity to explore activities not readily accessible to them. The LAPD-NYPUM program ultimately promotes OHV education and is an avenue to create future OHV enthusiasts.

The LAPD-NYPUM program will provide minibike training twice a month for each group at Edward M. Davis Training Facility. One Sergeant and four Police Officers from LAPD's Valley Traffic Division Off-Road Unit (VTD-ORU) will be conducting the training. A State-certified Emergency Medical Technician volunteer from the California Emergency Mobile Patrol of LAPD's Devonshire Division will also be present to provide assistance during training. The grant award budgets \$160,000 for sworn overtime to continue the LAPD-NYPUM program activities, \$6,600 for youth participants' safety equipment, and \$21,182 for NYPUM-related expenses such as program fees, group insurance, training, and travel costs. The grant requires a 26 percent in-kind match, which will be satisfied by salaries of the ORU personnel.

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 9, 2001*
Secretary *Manoel 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 OFF-HIGHWAY MOTOR VEHICLE RECREATION GRANT –
EDUCATION AND SAFETY PROGRAM

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 Off-Highway Motor Vehicle Recreation Grant – Education and Safety Program. The Los Angeles Police Department (LAPD) has been awarded \$187,782 by the State of California, Department of Parks and Recreation. The grant period begins on January 1, 2022 and ends on December 31, 2022.

The Off-Road Unit (ORU), Valley Traffic Division, will continue the LAPD-National Youth Project Using Minibikes (NYPUM) Program which introduces OHV recreation and education to LAPD youth program participants. The project will involve both hands-on and classroom training on safety, environmental responsibility, and respect for private property. Using the minibike as a motivational tool, the program seeks to develop participants' self-esteem, strong values, and a sense of responsibility.

The grant award budgets \$160,000 for sworn overtime to continue the LAPD-NYPUM program activities, \$6,600 for youth participants' safety equipment, and \$21,182 for NYPUM program fees and insurance, and NYPUM-related training and travel costs. The grant requires a 26 percent in-kind match, which will be satisfied by salaries of the ORU personnel.

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.



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-S01 PROJECT TYPE: Education & Safety

GRANTEE: Los Angeles Police Department

PROJECT TITLE: Education & Safety

PROJECT PERFORMANCE PERIOD: FROM 01/01/2022 THROUGH 12/31/2022

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED \$187,782.00 (One Hundred Eighty Seven Thousand Seven Hundred Eighty Two 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: C32-33-067		SUPPLIER ID NUMBER: 0000011753		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62677	CHARGE AMOUNT: 187,782.00	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: Education & Safety**

APPLICANT NAME :	Los Angeles Police Department		
PROJECT TITLE :	Education & Safety	PROJECT NUMBER (Division use only) :	G21-03-66-S01
PROJECT TYPE :	<input type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input checked="" type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
PROJECT DESCRIPTION :	<p>The Project is to provide Off-Highway Vehicle (OHV) related Education & 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. Grantee agrees that all Equipment and Heavy Equipment will be kept as part of the Equipment inventory for the duration of the Equipment's useful life and may only be used on activities that are acceptable to Education & Safety per Section 4970.13 of the Grants and Cooperative Agreement Program Regulations. Grantee must obtain written Off-Highway 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-six (26) percent of the total Project cost in matching funds.</p> <p>Project Deliverables</p> <ol style="list-style-type: none"> 1. Classroom and field training <ul style="list-style-type: none"> • Provide 21 lessons (4 classroom and 17 field) to a total of 40 adolescents between the ages 10-17, from approved Motorcycle Safety Foundation curriculum, including: <ul style="list-style-type: none"> • Parts of the bike and learn to balance and ride safely • Components of a mini bike, maintenance, and riding terrains • Demonstrate all lessons taught by completing a road course 		

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIRECT EXPENSES						
Program Expenses						
1 Staff						
1. Staff-Sergeant Notes : This line denotes 800 hours of Motor Sergeants overtime at \$112 per hour.	400.000 0	112.000	HR	44,800.00	44,800.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Los Angeles Police Department
 Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>This request will pay a Motor Sergeants to supervise and oversee each NYPUM training event. This would cover eight 10-hours NYPUM event per month for 10 months. (1 Motor Sergeant x 10 hours x 4 shifts x 10 months)</p> <p>The program is designed to have two events/shift per week . A city match for one shift per week will be included in our costs (see match) for a complete program.</p> <p>The City of Los Angeles' overtime rate is computed as hourly rate x 1.5. The hourly rate is stated in the respective contracts as agreed by the City and respective employment unions.</p>						
<p>2. Staff-Motor Officers Notes : This line denotes 1,200 hours of Motor Officer overtime at \$96 per hour. This request will pay for</p>	<p>1200.00 00</p>	<p>96.000</p>	<p>HRS</p>	<p>115,200.00</p>	<p>115,200.00</p>	<p>0.00</p>

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Los Angeles Police Department
 Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>3 Motor Officer to manage and conduct each LAPD-NYPUM training event. This would cover 3 Motor Officers every 10-hour NYPUM events per week for 10 months. (3 Motor Officer x 10 hours x 4 shifts x10 months)</p> <p>The program is designed to have two events/shift per week. A city match for one shift per week will be included in our costs (see match) for a complete program.</p> <p>The City of Los Angeles' overtime rate is computed as hourly rate x 1.5. The hourly rate is stated in the respective contracts as agreed by the City and respective employment unions</p>						
<p>3. Staff-Motor Sergeant Notes : This line denotes the match hours for the second day per week to fully run the program. This line denotes 400 hours of Motor Sergeants' pay at</p>	<p>400.000 0</p>	<p>75.000</p>	<p>HRS</p>	<p>30,000.00</p>	<p>0.00</p>	<p>30,000.00</p>

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Los Angeles Police Department
 Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>\$75 per hour.</p> <p>This match hours will pay for 400 hours of Motor Sergeants pay dedicated to supervise and oversee the NYPUM program. This amount would cover the cost for three NYPUM event per month for 10 months. (1 Motor Sergeant x 10 hours x 4 shifts x 10 months).</p> <p>The program is designed to have two shifts per week . A grant request for an additional shift per week was included in our costs for a complete program above.</p> <p>The City of Los Angeles' hourly rate is stated in the respective contracts as agreed by the City and respective employment unions</p>						
<p>4. Staff-Motor officers</p> <p>Notes : Officers</p> <p>Notes: This line denotes 1,200 hours of Motor Officer pay at \$64 per hour.</p>	1200.00	64.000	HRS	76,800.00	0.00	76,800.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Los Angeles Police Department
 Application: Education & Safety

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	<p>This request will pay for 3 Motor Officer to manage and conduct each LAPD-NYPUM training event. This would cover 3 Motor Officers every 10-hour NYPUM events per week for 10 months. (3 Motor Officer x 10 hours x 4 shifts x10 months)</p> <p>The program is designed to have two training/shifts per week . A grant request for an additional shift per week was included in our costs for a complete program above.</p> <p>The City of Los Angeles' hourly rate is stated in the respective contracts as agreed by the City and respective employment unions</p>						
Total for Staff					266,800.00	160,000.00	106,800.00
2	Contracts						
3	Materials / Supplies						
	<p>1. Materials / Supplies- Motorcycle Helmets Notes : This line item is</p>	40.0000	80.000	EA	3,200.00	3,200.00	0.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Los Angeles Police Department
 Application: Education & Safety**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>for Off-Road helmets for 40 juveniles with a variety of different sizes. The helmets are required safety equipment for all participants in the NYPUM 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</p> <p>Due to COVID-19 restraints, helmets can not be shared by multiple users as was the case in the prior years program. Each participant will require a helmet to be assigned throughout the entire program. This demands additional helmets in inventory.</p>						
<p>2. Materials / Supplies- Motorcycle Safety Gloves</p> <p>Notes : This line item is for Off-Road safety</p>	40.0000	20.000	EA	800.00	800.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Los Angeles Police Department
 Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>gloves for 40 juveniles with a variety of different sizes. The safety gloves are required safety equipment for all participants in the NYPUM program. . Additionally any gloves which sustains damage in a "crash" require replacement for safety concerns.</p> <p>The cost was obtained using basic entry level comparison pricing IE: O'Neal element glove</p> <p>Due to COVID-19 restraints, safety gloves can not be shared by multiple users as was the case in the prior years program. Each participant will require safety gloves to be assigned throughout the entire program. This demands additional gloves in inventory.</p>						
<p>3. Materials / Supplies- Safety Goggles</p> <p>Notes : This line item is for Off-Road safety goggles for 40 juveniles. The goggles are required safety</p>	40.0000	25.000	EA	1,000.00	1,000.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Los Angeles Police Department
Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>equipment for all participants in the NYPUM program. Additionally any goggles which sustains damage in a "crash" requires replacement for 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>Due to COVID-19 restraints, safety goggles can not be shared by multiple users as was the case in the prior years program. Each participant will require safety goggles to be assigned throughout the entire program. This demands additional goggles in inventory.</p>						
<p>4. Materials / Supplies- Elbow Guards Notes : This line item is for Off-Road safety elbow guards for 40</p>	40.0000	25.000	EA	1,000.00	1,000.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Los Angeles Police Department
 Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>juveniles with a variety of different sizes. The elbow guards are required safety equipment for all participants in the NYPUM program. Additionally any safety elbow guards which sustains damage in a "crash" requires replacement for safety concerns. The elbow guards are 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>Due to COVID-19 restraints, elbow guards can not be shared by multiple users as was the case in the prior years program. Each participant will require elbow guards to be assigned throughout the entire program. This demands additional elbow guards in inventory.</p>						
5. Materials / Supplies-	20.0000	30.000	EA	600.00	600.00	0.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Los Angeles Police Department
 Application: Education & Safety**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>Knee Guards</p> <p>Notes : This line item is for Off-Road safety knee guards for 40 juveniles with a variety of different sizes. The safety knee guards are required safety equipment for all participants in the NYPUM program.. Additionally any safety knee guards which sustains damage in a "crash" requires replacement for safety concerns. The knee guards are 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 knee guard price.</p> <p>Due to COVID-19 restraints, knee guards can not be shared by multiple users as was the case in the prior years program. Each participant will require knee guards to be assigned throughout the entire program. This demands additional</p>						

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Los Angeles Police Department
 Application: Education & Safety**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
knee guards in inventory.						
Total for Materials / Supplies				6,600.00	6,600.00	0.00
4 Equipment Use Expenses						
5 Equipment Purchases						
6 Others						
Total Program Expenses				273,400.00	166,600.00	106,800.00
TOTAL DIRECT EXPENSES				273,400.00	166,600.00	106,800.00
INDIRECT EXPENSES						
Indirect Costs						
1 Indirect Costs						
1. Indirect Costs- NYPUM Program Fee Notes : This line item covers the yearly NYPUM fees required by NYPUM to establish a program in LAPD.	1.0000	1500.000	YR	1,500.00	1,500.00	0.00
2. Indirect Costs- Insurance Liability Policy Notes : The line item covers insurance policy covers the participants and the volunteers who participate in the NYPUM training event. It also covers the additional insured, their agents or entities, directors, and Motor Officers of entities that are connected in any	1.0000	3520.000	YR	3,520.00	3,520.00	0.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
Agency: Los Angeles Police Department
Application: Education & Safety

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
way to the NYPUM training events.						
3. Indirect Costs- NYPUM Rodeo Costs Notes : This line item provides the costs and fees associated to participate in the NYPUM Rodeo. These includes costs for participant awards to be presented after the event, NYPUM materials eg NYPUM safety jerseys.	40.0000	90.000	EA	3,600.00	3,600.00	0.00
4. Indirect Costs- NYPUM Insurance Notes : This line items covers the cost of NYPUM's group insurance coverage. The current rate for this coverage is as of April 1, 2016. It is currently \$220 per motorcycle. There are 16 motorcycles assigned to the program.	16.0000	375.000	EA	6,000.00	6,000.00	0.00
5. Indirect Costs- NYPUM Training and Travel Costs Notes : This line item covers the fees that will be incurred for 4 ORU Motor Sergeants/Officers to	4.0000	1640.500	EA	6,562.00	6,562.00	0.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2021
 Agency: Los Angeles Police Department
 Application: Education & Safety**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
attend the 6-day NYPUM Certification Training. Costs are: Registration: \$750 Lodging: 5 nights x \$107 = \$ 535 Per Diem: 6.5 days x 61 = \$396.50 (GSA rate used for Colton, CA; first and last Day of travel is .75 of Per Diem) Note: This is not the same item in the G19 grant # G19-03-66-S01. This line item will allow more officers (in addition to the officers identified in G19) to be certified NYPUM trainers to ensure program coverage and continuity						
Total for Indirect Costs				21,182.00	21,182.00	0.00
Total Indirect Costs				21,182.00	21,182.00	0.00
TOTAL INDIRECT EXPENSES				21,182.00	21,182.00	0.00
TOTAL EXPENDITURES				294,582.00	187,782.00	106,800.00

TOTAL PROJECT AWARD	187,782.00
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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.