

LOS ANGELES POLICE COMMISSION

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

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December 6, 2022

BPC #22-266

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: 2022-2023 OFF-HIGHWAY MOTOR VEHICLE RECREATION GRANT – LAW
ENFORCEMENT.

At the regular meeting of the Board of Police Commissioners held Tuesday, December 6, 2022, the Board APPROVED the Department's report relative to the above matter.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink that reads "Rebecca Muñoz".

REBECCA MUÑOZ
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE



November 21, 2022
1.14

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR THE
2022-2023 OFF-HIGHWAY MOTOR VEHICLE RECREATION GRANT –
LAW ENFORCEMENT

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE this report.
2. That the Board TRANSMIT the grant application and award for the 2022-2023 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 (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 and ACCEPT the grant award of \$78,305 from the State of California, Department of Parks and Recreation for the 2022-2023 OHMVR Program – Law Enforcement for the period of November 1, 2022 through October 31, 2023;
 - 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 \$78,305 to an appropriation account to be determined, in Fund No. 339, Department No. 70, for the receipt and disbursements of 2022-2023 OHMVR Program– 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 \$78,305 in accordance with the grant award agreement;

- F. AUTHORIZE the Controller to increase appropriations as needed for the 2022-2023 OHMVR Program – Law Enforcement from Fund No. 339, Department No. 70, appropriation account number to be determined, to Fund No. 100, Department No. 70, account number and amount as follows:

Account No. 001092	Overtime Sworn	\$44,867
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- G. INSTRUCT the City Clerk to place the following action relative to the 2022-2023 OHMVR Program – Law Enforcement on the City Council agenda on July 1, 2023 or the first meeting day thereafter:

AUTHORIZE the Controller to increase appropriation from Fund No. 339, Department No. 70, 2022-2023 OHMVR Program – Law Enforcement appropriation, account number to be determined, to Fund No. 100, Department No. 70, account number and amount as follows:

Account No. 001092	Overtime Sworn	\$23,896
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- H. AUTHORIZE the Controller to transfer appropriations within Fund No. 339, Department No. 70, account numbers to be determined, for fringe benefits and related costs, upon submission of proper documentation by the LAPD, subject to CAO approval of the related costs incurred during the grant performance period; and,
- I. AUTHORIZE the LAPD to prepare Controller Instructions for any technical adjustments, subject to the approval of the CAO, and AUTHORIZE and INSTRUCT the Controller to implement the instructions.

DISCUSSION

The OHMVR Program – Law Enforcement provides financial assistance to local and federal agencies for the protection of life and property, including natural and cultural resources, related to 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 (OHV) activity throughout the City of Los Angeles. The ORU, consisting of two sergeants and seventeen motor officers, will use the grant funds to continue OHV enforcement 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 work

with utility companies that provide vital resources to the entire Southern California region by conducting enforcement in areas surrounding power and gas infrastructures throughout the hillsides within the City.

The grant funds budgeted for \$70,020 in sworn overtime along with \$6,610 for overtime fringe benefits, and \$1,675 for safety equipment. The grant requires a minimum in-kind match of 25 percent of the grant program budget, which will be satisfied by utilizing salaries for the ORU personnel and the safety gear purchase.

The LAPD did not include reimbursements for central services related costs for sworn overtime in support of this program at the time of application. After grant acceptance by City Council and Mayor, the LAPD will submit a budget modification to the grantor requesting to reprogram a portion of the overtime funds to reflect eligible related cost reimbursements for the use of sworn overtime.

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

Attachments

**BOARD OF
POLICE COMMISSIONERS**
Approved *December 6, 2022*
Secretary *Rebecca Minter*

INTRADEPARTMENTAL CORRESPONDENCE

November 16, 2022

1.14

TO: Chief of Police

FROM: Director, Office of Constitutional Policing and Policy

SUBJECT: TRANSMITTAL OF THE GRANT APPLICATION AND AWARD FOR
THE 2022-2023 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 2022-2023 Off-Highway Motor Vehicle Recreation Program – Law Enforcement. The Los Angeles Police Department (LAPD) has been awarded \$78,305 by the State of California, Department of Parks and Recreation, for the period of November 1, 2022 through October 31, 2023.

The Off-Road Unit (ORU), under the Valley Traffic Division, will utilize grant funding to enforce the prevention of illegal off-highway vehicle activity throughout the City of Los Angeles. The grant funds budgeted for \$70,020 in sworn overtime along with \$6,610 for overtime fringe benefits, and \$1,675 for safety equipment. The grant requires a minimum in-kind match of 25 percent of the grant program budget, which will be satisfied by utilizing salaries for the Off-Road Unit personnel and the safety gear purchase.

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



LIZABETH RHODES, Director
Office of Constitutional Policing and Policy



Attachments

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G22-03-66-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Los Angeles Police Department

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM 11/01/2022 THROUGH 10/31/2023

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$78,305.00** (Seventy Eight Thousand Three Hundred Five 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: Michel R. Moore		AUTHORIZED NAME: Sixto J. Fernandez			
TITLE: Chief of Police		TITLE: Grants Manager			
DATE:		DATE:			
CERTIFICATION OF FUNDING (FOR STATE USE ONLY)					
CONTRACT NUMBER: C32-34-102		SUPPLIER ID NUMBER: 0000011753		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	ACTIVITY: 62684	CHARGE AMOUNT: 78,305.00	PROGRAM: 2855	
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 43	ENY/STATUTE 2022	FISCAL YEAR: 2022/2023

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 - 2022
Agency: Los Angeles Police Department
Application: Law Enforcement

APPLICANT NAME :	Los Angeles Police Department		
PROJECT TITLE :	Law Enforcement	PROJECT NUMBER (Division use only) :	G22-03-66-L01
PROJECT TYPE :	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
PROJECT DESCRIPTION :	<p>The Project is to provide Off-Highway Vehicle (OHV) related Law Enforcement activities within the jurisdiction of the Los Angeles Police Department. The activities may include, but are not limited to patrol, barrier installation, maps, search and rescue.</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 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
DIRECT EXPENSES							
Program Expenses							
1	Staff						
	1. Staff-Motor Sergeant-Overtime	160.000 0	127.675	HRS	20,428.00	20,428.00	0.00
	Notes : Staff-Motor Sergeant - Overtime						
	Notes: This line denotes 160 hours of Motor Sergeants' overtime at a pay rate of \$117 per hour plus 9.44% direct related costs.						
	This request will pay for 160 hours for a Sergeants to work OHV enforcement operations. This amount will cover the cost of 1 Motor Sergeant, 16 shifts within 10 months, 10-						

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Los Angeles Police Department
Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>hours shifts.</p> <p>1 sergeant x 10 hours x \$127.675/hour x 16 operations</p> <p>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. Sworn Overtime Fringe Benefit rate - 9.44% is from the approved CAP 41 and include Medicare – 1.38%, Worker's Comp – 7.64%, Unemployment Claims - .01%, Share of Carry Forward - .41% Total 9.44%. Documentation will be provided as requested.</p>						
<p>2. Staff-Law Enforcement Motor Officers -Overtime Notes : Notes: This line denotes 510 hours of Motor Officers overtime at an average pay rate</p>	510.000 0	110.200	HRS	56,202.00	56,202.00	0.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Los Angeles Police Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>of \$101 per hour plus 9.44% direct related costs.</p> <p>This request will pay for 510 hours to cover 3 Officers to work each OHV enforcement detail. This amount will cover the cost of 3 officers, 17 operations within 10 months, 10-hour shift</p> <p>3 Officers x 10 hours x \$110.20 /hour x 17 operations.</p> <p>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. Sworn Overtime Fringe Benefit rate - 9.44% is from the approved CAP 41 and include Medicare – 1.38%, Worker's Comp – 7.64%, Unemployment Claims - .01%, Share of Carry Forward - .41% . Total 9.44%.</p> <p>Documentation will be</p>						

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Los Angeles Police Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
provided as requested.						
<p>3. Staff-Motor Sergeant - On-duty general fund Notes : Notes : This line item is a match. This line denotes 10 hours of Motor Sergeants' pay \$77.90 per hour.</p> <p>This match will cover the cost of a Motor Sergeant to work OHV enforcement details. This amount will cover 1 10-hours-shift. There are 17 grant funded operations, one of them does not have a supervisor. Additionally, 4 more operations will be worked as a match for the grant program.</p> <p>1 Motor Sergeant x 10 hours x 5 operations x \$136.95</p> <p>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</p>	40.0000	136.950	HRS	5,478.00	0.00	5,478.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Los Angeles Police Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Motor Sergeant Position. Sworn Salary Fringe Benefit rate - 75.81% is from the approved CAP 41 and include Pension 46.83%, L.A. Well Health & Dental Plans 13.93%, Employee Assistance 0.10%, Medicare 1.53%, Part Time/Seasonal/Tempor ary 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.						
4. Staff-Motor Officers - On-duty general fund Notes : Notes: This line item is a match. This line denotes 480hours of Motor Officers' average pay of \$67 per hour. This match will cover the cost of 3 Motor Officers to work OHV enforcement detail. This	90.0000	117.800	HRS	10,602.00	0.00	10,602.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Los Angeles Police Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>amount will cover 10- hours-shift for 4 operations</p> <p>3 Motor Officers x 10 hours x \$117.80/hours x 4 operations</p> <p>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. Sworn Salary Fringe Benefit rate - 75.81% is from the approved CAP 41 and include Pension 46.83%, L.A. Well Health & Dental Plans 13.93%, Employee Assistance 0.10%, Medicare 1.53%, Part Time/Seasonal/Tempor ary 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.</p>						

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Los Angeles Police Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>5. Staff-Motor Officer Off-Road Recertification</p> <p>Notes : This line item is a match and denotes the Annual Off-Road Recertification training costs for 7 Motor Officers to maintain Post certification for Off-Road Motor Officer status (required status for LAPD Off-Road motor Officers)</p> <p>The training is for 10 hours, 7 officers, 70 hours.</p> <p>7 police officers x 10 hours x \$67/hour.</p> <p>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. Sworn Salary Fringe Benefit rate - 75.81% is from the approved CAP 41 and include Pension 46.83%, L.A. Well Health & Dental Plans 13.93%, Employee Assistance 0.10%, Medicare</p>	70.0000	117.800	HRS	8,246.00	0.00	8,246.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Los Angeles Police Department
Application: Law Enforcement

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
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.						
Total for Staff				100,956.00	76,630.00	24,326.00
2 Contracts						
3 Materials / Supplies						
1. Materials / Supplies-Supply Off Road Helmets Notes : 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	4.0000	700.000	EA	2,800.00	0.00	2,800.00
2. Materials / Supplies-	5.0000	335.000	EA	1,675.00	1,675.00	0.00

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Los Angeles Police Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>Safety Equipment</p> <p>Notes : Notes: This line item budgets the purchase for off-road safety equipment.. The ORU determined the following as needed: Goggles (\$50) Gloves (\$50) Elbow&Knee Pads (\$110) Protective Pants (\$125) .</p> <p>ORU has 21 personnel – 2 motor sergeants, 17 motor officers and 3 reserve officers. The above items will be used to replace worn/torn/damaged gear. It is estimated that 5 sets will be needed to be replaced this year.</p> <p>5 sets x \$335/set</p> <p>LAPD ORU is comprised of 21 Off-Road field officers. Each Officer is actively participating in Off-Road riding which requires safety gear. These are wear items and require replacement in an as needed basis weather they are damaged</p>						

ATTACHMENT 1

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Los Angeles Police Department
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
during general use or rendered instantly unserviceable if involved in a "crash" whereby the rider exits the motorcycle and collides with the roadway/dirt tearing or ripping the gear. Requested cost is consistent with estimated and established rotation schedules.						
Total for Materials / Supplies				4,475.00	1,675.00	2,800.00
4 Equipment Use Expenses						
5 Equipment Purchases						
6 Others						
Total Program Expenses				105,431.00	78,305.00	27,126.00
TOTAL DIRECT EXPENSES				105,431.00	78,305.00	27,126.00
INDIRECT EXPENSES						
Indirect Costs						
1 Indirect Costs						
Total Indirect Costs				0.00	0.00	0.00
TOTAL INDIRECT EXPENSES				0.00	0.00	0.00
TOTAL EXPENDITURES				105,431.00	78,305.00	27,126.00
TOTAL PROJECT AWARD				78,305.00		

Project Agreement General Provisions (Nonfederal Applicants Only)

A. Definitions

1. The term "State" as used herein means the State of California, Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project described in Attachment 1 of this Agreement and in the Application.
4. The term "Application" as used herein means the individual Project Application and attachments required pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this Agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project Agreement and the terms and conditions set forth in this Agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. The State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State-approved development plans, specifications, and estimates or Force Account Schedule.

4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
5. If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any

other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this Agreement.

6. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. The Grantee agrees to furnish the State with additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

The Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. The Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of the State might interfere with the operation of the Project.

C. Project Costs

1. The Grant moneys to be provided to the Grantee under this Agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this Agreement, whichever is less:
2. If the Project includes acquisition of real property, the State shall disburse to the Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this Agreement.

The State will disburse the amount of the State-approved purchase price together with State-approved costs of acquisition. Funds for acquisition shall only be released into an escrow account established for the acquisition.

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred-twenty (120) days after completion of the Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this Agreement available for inspection by the State upon request.
3. The Grantee may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, setting up and identifying such account prior to the advance. Interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred-twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State-approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

4. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
5. The Grantee will provide and maintain a sign on the Project site that identifies the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).

6. Equipment must be used solely for OHV-related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes, and that portion is not part of the total project cost.

E. Project Termination

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement this Agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder and reimbursement to the State of any Grant moneys already provided to the Grantee. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate or remedy.
3. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this Agreement is the operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement.
4. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this Agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this Agreement.

F. Hold Harmless

1. The Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents and employees.
2. The Grantee shall protect, indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of the State, its officers, or employees.
3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain for inspection all financial accounts, documents, and records for three (3) years from the expiration date of the Project Agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years is completed, a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.
2. During regular office hours each party hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.

H. Use of Facilities

1. The Grantee shall, without cost to the State, except as may be otherwise provided in this Agreement or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this Agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other applicable provisions of law.
2. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Agreement as though set forth in full in this Agreement.

K. Severability

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Governing Law

1. This Agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this Agreement shall take place in the county wherein the Project funded by this Agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.
2. The Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.

ITEM 1. Proposed Project

The Los Angeles Police Department (LAPD) is proposing to implement the LAPD 2022 Off Highway Motor Vehicle Recreation (OHMVR) Enforcement Program. The proposed program will provide enforcement details to protected open space where off-highway vehicles (OHVs) are prohibited, providing protection of life and property.

The City of Los Angeles (City) encompasses 460 square miles that include large areas of protected open space where OHVs are prohibited. These remote locations have been found to be attractive to illegal OHV activities, which has become a source of numerous complaints. The hillsides contain the City's communication systems (repeaters) and other first responder agencies' communication networks that are critical to the region's emergency and homeland security operations. In recent years, "garage riders" illegally rode their OHVs from their homes, down city streets and onto private and public lands that prohibit motor vehicles. They trespass on private property to get to these open spaces. Some of these lands are privately owned and closed public properties that are restricted areas designated as high danger fire zones. Because some riders operate OHVs without spark arrestors, they present a fire hazard that can ultimately result in the loss of life and property.

The Los Angeles Police Department (LAPD) has a highly specialized Off-Road Unit (ORU) responsible for crime prevention of illegal OHV activities throughout the City. The ORU is staffed with 2 motor sergeants, 17 motor officers and 3 reserve officers (volunteers) who have completed the 40-hour Peace Officer Standards and Training course (POST), Motorcycle – Dual Purpose, with quarterly recertification with the LAPD Training Division. The OHV enforcement operations are regularly conducted throughout the week, including weekends and holidays, and when complaint calls arise.

To effectively carry out its patrol and enforcement duties, the ORU partners with several agencies. The ORU works in partnership with the *Los Angeles Fire Department* for search and rescue efforts and public notification with enforcement in high fire zones on Red Flag days. Since most of the City's open spaces border areas that are preserved and enforced by the *Santa Clarita Sheriff's Department*, *Ventura Sheriff's Department*, *United States Department of Forestry-Angeles National Forest*, *Santa Monica Conservancy Authority* and *Los Angeles Department of Water and Power*, the ORU conducts joint operations with these agencies since they receive the same OHV complaints and illegal activity. A portion of the Angeles National Forest, under the City's Council District 7, has experienced an increase in complaints for illegal OHV activities, specifically hunters that are illegally utilizing side-by-side vehicles to gain access into the forest.

The ORU works with utility companies that provide vital resources to the entire Southern California region. They collaborate with the *Los Angeles Department of Water and Power* to conduct enforcement in areas surrounding power lines, towers, and water ways that traverse through the hillsides within the City. They also work with the *Southern California Gas Company*, specifically its Porter Ranch location, whose gas lines and underground tanks are in remote areas within the hillsides. Illegal OHV activities occurring in these areas may pose a serious fire hazard that can start wildfires and are of a great concern for homeland security.

The ORU also works with the community and participates in events such as fairs, car shows and school career days. At these events, educational materials are distributed to enhance community awareness and public safety regarding the operation of OHVs. The ORU also utilizes social media to educate, promote, and communicate OHV matters with the community.

The ORU is proposing to use the 2022/2023 OHV grant to fund overtime hours to increase enforcement efforts to combat illegal OHV activities and to purchase necessary equipment. The ORU plans to conduct four 10-hour operations per month for a total of an additional 2,400 enforcement hours. Each detail will consist of 1 sergeant, 3 police officers and 1 reserve officer. Through these additional enforcement efforts, the grant will allow the ORU to provide education to OHV enthusiasts and direct the public to legal riding areas. Grant funding will also enable the ORU to purchase a four-seat, side-by-side vehicle to replace the older two-seat unit that is reaching its final stage of serviceability. The requested vehicle will be deployed during OHV enforcement details and used to transport personnel, equipment and gear. It has the capability of traversing rugged terrain. This is especially necessary for transporting arrestees. Note: Only 25% of the cost of the side-by-side will be requested from this application and another 25% will be requested through the OHMVR-Education grant. The balance will be covered under the city match or private donations.

ITEM 2. Project Coverage

The area patrolled by the ORU is unique; there are many hills and large open parks within the City and ongoing development and construction in the surrounding borders. The terrain that surrounds the City and the large open lands are attractive to OHV enthusiasts. "Garage riders" trespassing on private and public lands remain a constant problem and a large source of citizen complaints. The ORU patrols these areas and routinely responds to calls for trespassing.

The ORU conducts routine patrols and responds to numerous complaints within the following areas as they are unique and attractive to illegal OHV trespassers. *Griffith Park*, located in the City, is the largest municipally-owned urban wilderness in the United States. The park has over 4,210 acres and has many trails and fire roads within. Another unique area that the ORU patrols is the *Hansen Dam Park*. This large City park borders up to the USDF property and has a large sand wash connecting both properties with sand terrain that is attractive to illegal OHV trespassers. *Hansen Dam Park* is a flood control basin for the City and is over 1,437 acres with a variety of trails for the equestrian community. These trails, large open spaces and a sand wash throughout the park, are very attractive to the "garage riders." *La Tuna Canyon Park* with 1,100 acres is also within the City and is attractive to illegal OHV as this park provides access into the Verdugo mountains which has open space trails with over 244 acres. Oat Mountain, part of the Santa Susana Mountains, is a popular area for open space trails used by hikers and mountain bikers. A portion of Oat Mountain, Nike Missile is located in Chatsworth, an area in the City of Los Angeles, and is used by SWAT and other specialized units of the police department for training purposes. This area has recently received several off road complaints recently from land owners and is a high fire threat as the Southern California Gas Company operates within these mountains.

In addition, the ORU works with the Department of Water and Power, the Southern California Gas Company and other government agencies to provide enforcement in remote areas where power lines, towers, water ways, gas lines, underground gas tanks and emergency communication systems are located. These are essential resources to the Southern California region that need protection from fire hazards and homeland security threats.

ITEM 3. Describe the frequency of the patrols

The ORU provides year-round OHV enforcement patrols throughout the week, including weekends and holidays. Los Angeles is seldom impacted by inclement weather; therefore, OHV patrols are conducted throughout the year. Grant-funded enforcement operation details will be conducted four times a month for twelve months during daylight hours. The hours and days of the week will vary slightly to avoid the same schedule of deployment. In addition to the dedicated OHV patrol operations, ORU officers will continue to enforce OHV laws and vehicle codes when they are able to safely make contact.

ITEM 4. Deployment of Personnel

The ORU currently has two Motor Sergeants, seventeen Motor Officers and three volunteer Reserve Motor Officers assigned to the unit. The unit has eight off-road motorcycles, one Ford F-250 pickup truck, one Can-AM side-by-side, a 22" enclosed trailer. The LAPD Air Support Division provides a helicopter for aerial support upon request.

On a typical ten-hour OHV enforcement shift, the ORU deploys one Motor Sergeant, three Motor Officers, and one volunteer Reserve Motor Officer on dual-purpose motorcycles and traverse approximately 20- 40 miles of fire roads, trails, and other areas frequented by off-road enthusiasts. When the details call for it, the side-by-side is also deployed to support the operation.

District and County Information

A. California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Senate district(s).

- | | | | |
|---|---|---|---|
| <input checked="" type="checkbox"/> State Senate 18 | <input checked="" type="checkbox"/> State Senate 24 | <input checked="" type="checkbox"/> State Senate 25 | <input checked="" type="checkbox"/> State Senate 26 |
| <input checked="" type="checkbox"/> State Senate 27 | <input checked="" type="checkbox"/> State Senate 28 | <input checked="" type="checkbox"/> State Senate 33 | <input checked="" type="checkbox"/> State Senate 35 |

B. California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL (http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html) in your browser to determine the State Assembly district(s).

- | | | | |
|---|---|---|---|
| <input checked="" type="checkbox"/> State Assembly 38 | <input checked="" type="checkbox"/> State Assembly 39 | <input checked="" type="checkbox"/> State Assembly 43 | <input checked="" type="checkbox"/> State Assembly 45 |
| <input checked="" type="checkbox"/> State Assembly 46 | <input checked="" type="checkbox"/> State Assembly 50 | <input checked="" type="checkbox"/> State Assembly 51 | <input checked="" type="checkbox"/> State Assembly 53 |
| <input checked="" type="checkbox"/> State Assembly 54 | <input checked="" type="checkbox"/> State Assembly 59 | <input checked="" type="checkbox"/> State Assembly 62 | <input checked="" type="checkbox"/> State Assembly 64 |
| <input checked="" type="checkbox"/> State Assembly 66 | <input checked="" type="checkbox"/> State Assembly 70 | | |

C. California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (<https://www.govtrack.us/congress/members/CA>) in your browser to determine the Congressional district(s).

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Congressional District 25 | <input checked="" type="checkbox"/> Congressional District 27 | <input checked="" type="checkbox"/> Congressional District 28 |
| <input checked="" type="checkbox"/> Congressional District 29 | <input checked="" type="checkbox"/> Congressional District 30 | <input checked="" type="checkbox"/> Congressional District 33 |
| <input checked="" type="checkbox"/> Congressional District 34 | <input checked="" type="checkbox"/> Congressional District 37 | <input checked="" type="checkbox"/> Congressional District 43 |
| <input checked="" type="checkbox"/> Congressional District 44 | | |

D. County

Select one or more of the California Counties where the proposed project activities will occur.

- ☒ Los Angeles

Law Enforcement - Page 1

1. Identify areas with high priority law enforcement needs because of public safety, cultural resources, and sensitive environmental habitats, including wilderness areas and areas of critical environmental concerns:

1) Within the project area is vegetation damaged by recent wildfires in the Foothill Mountains. OHV-riders trespass into these burned, closed areas, causing significant damage to the landscape. Re-vegetation in those areas is critical for prevention of mudslides. LAPD continues to receive calls for OHV trespassing in these sensitive areas.

2) The City's open and remote areas have been found to be attractive to illegal OHV activity. The hillsides contain the City's communication systems (repeaters) and several other first responder agencies' communication networks, which are critical to the region's emergency and homeland security operations. Illegal OHV activities occurring in these areas are of great concern for homeland security and may pose a fire hazard that can start wildfires.
2. Describe how the proposed Project relates to OHV Recreation and will sustain OHV Recreation, motorized off-highway access to non-motorized recreation, or OHV Opportunities associated with the Project Area:

The requested funds for the project will be used for additional enforcement of illegal OHV activity and the preservation of natural habitat.
3. Describe the Applicant's formal or informal cooperation with other law enforcement agencies:

LAPD has an informal agreement with the Los Angeles District of United States Forest Service, Santa Monica Conservancy, the Santa Clarita Sheriff's Department and the Ventura County Sheriff regarding illegal OHV activity. The ORU is in the process of establishing a Memorandum of Understanding with USFS. The ORU meets with other local agencies to discuss current and continuing problems as well as develop possible solutions.

Law Enforcement - Page 2

4. Does the Applicant recover a portion of the law enforcement costs directly associated with privately sponsored OHV events where sponsors have obtained a local permit? ☒ Yes ☐ No

Explain:

n/a
5. The Applicant agrees to implement a public education program that includes information on safety programs available in the area and how to report OHV violations? ☒ Yes ☐ No
6. Describe the Applicant's OHV law enforcement training program including how the training program educates personnel to address OHV safety and natural and cultural resource protection:

All of the LAPD ORU motor officers are currently POST-certified and continue to attend for annual re-certification. The annual training consists of 40 hours of training to enhance motorcycle skills, including OHV operations, and familiarization of the "Tread Lightly" principles. The LAPD ORU also conduct training on new laws pertaining to the vehicle code which includes any new OHV-related laws. All officers are trained to recognize and identify any natural and culturally sensitive areas and apply the "Tread Lightly" principles – Travel responsibly, Respect the right of others, Educate yourself, Avoid sensitive areas, Do your part.

Law Enforcement - Page 3

7. Is the proposed project in accordance with local or federal plans and the OHMVR Division Strategic Plan? ☒ Yes ☐ No
8. LOCAL AGENCIES ONLY - Describe the Applicant's policies and/or agreements regarding enforcement on federal land:

LAPD ORU has an informal verbal agreement with USFS - Los Angeles District and works in partnership with them to address mutual complaints.

9. COUNTIES ONLY - Describe how the OHV in-lieu of tax funds are being used and whether the use of these fees complements the Applicant's project:

Law Enforcement - Page 4

10. APPLICANTS WHO MANAGE OHV RECREATION FACILITIES – Describe how your organization is meeting its operation and maintenance needs:

N/A

11. The Applicant agrees to enforce the registration of OHVs and the other provision of Division 16.5 commencing with Section 38000 of the vehicle code and to enforce other applicable laws regarding the operation of OHVs? ☒ Yes ☐ No

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
 Agency: Los Angeles Police Department
 Application: Law Enforcement

10/4/2022

APPLICANT NAME :	Los Angeles Police Department		
PROJECT TITLE :	Law Enforcement	PROJECT NUMBER (Division use only) :	G22-03-66-L01
PROJECT TYPE :	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
PROJECT DESCRIPTION :	<p>The Los Angeles Police Department (LAPD) is proposing to implement the LAPD 2022 Off Highway Motor Vehicle Recreation (OHMVR) Enforcement Program. The proposed program will provide enforcement details to protected open space where off-highway vehicles (OHVs) are prohibited, providing protection of life and property.</p> <p>The City of Los Angeles (City) encompasses 460 square miles that include large areas of protected open space where OHVs are prohibited. These remote locations have been found to be attractive to illegal OHV activities, which has become a source of numerous complaints. The hillsides contain the City's communication systems (repeaters) and other first responder agencies' communication networks that are critical to the region's emergency and homeland security operations. In recent years, "garage riders" illegally rode their OHVs from their homes, down city streets and onto private and public lands that prohibit motor vehicles. They trespass on private property to get to these open spaces. Some of these lands are privately owned and closed public properties that are restricted areas designated as high danger fire zones. Because some riders operate OHVs without spark arrestors, they present a fire hazard that can ultimately result in the loss of life and property.</p> <p>The Los Angeles Police Department (LAPD) has a highly specialized Off-Road Unit (ORU) responsible for crime prevention of illegal OHV activities throughout the City. The ORU is staffed with 2 motor sergeants, 17 motor officers and 3 reserve officers (volunteers) who have completed the 40-hour Peace Officer Standards and Training course (POST), Motorcycle -- Dual Purpose, with quarterly recertification with the LAPD Training Division. The OHV enforcement operations are regularly conducted throughout the week, including weekends and holidays, and when complaint calls arise.</p> <p>To effectively carry out its patrol and enforcement duties, the ORU partners with several agencies. The ORU works in partnership with the <i>Los Angeles Fire Department</i> for search and rescue efforts and public notification with enforcement in high fire zones on Red Flag days. Since most of the City's open spaces border areas that are preserved and enforced by the <i>Santa Clarita Sheriff's Department</i>, <i>Ventura Sheriff's Department</i>, <i>United States Department of Forestry-Angeles National Forest</i>, <i>Santa Monica Conservancy Authority</i> and <i>Los Angeles Department of Water and Power</i>, the ORU conducts joint operations with these agencies since they receive the same OHV complaints and illegal activity. A portion of the Angeles National Forest, under the City's Council District 7, has experienced an increase in complaints for illegal OHV activities, specifically hunters that are illegally utilizing side-by-side vehicles to gain access into the forest.</p> <p>The ORU works with utility companies that provide vital resources to the entire Southern California region. They collaborate with the <i>Los Angeles Department of Water and Power</i> to conduct enforcement in areas surrounding power lines, towers, and water ways that traverse through the hillsides within the City. They also work with the <i>Southern California Gas Company</i>, specifically its Porter Ranch location, whose gas lines and underground tanks</p>		

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
 Agency: Los Angeles Police Department
 Application: Law Enforcement

10/4/2022

<p>are in remote areas within the hillsides. Illegal OHV activities occurring in these areas may pose a serious fire hazard that can start wildfires and are of a great concern for homeland security.</p> <p>The ORU also works with the community and participates in events such as fairs, car shows and school career days. At these events, educational materials are distributed to enhance community awareness and public safety regarding the operation of OHVs. The ORU also utilizes social media to educate, promote, and communicate OHV matters with the community.</p> <p>The ORU is proposing to use the 2022/2023 OHV grant to fund overtime hours to increase enforcement efforts to combat illegal OHV activities and to purchase necessary equipment. The ORU plans to conduct four 10-hour operations per month for a total of an additional 2,400 enforcement hours. Each detail will consist of 1 sergeant, 3 police officers and 1 reserve officer. Through these additional enforcement efforts, the grant will allow the ORU to provide education to OHV enthusiasts and direct the public to legal riding areas. Grant funding will also enable the ORU to purchase a four-seat, side-by-side vehicle to replace the older two-seat unit that is reaching its final stage of serviceability. The requested vehicle will be deployed during OHV enforcement details and used to transport personnel, equipment and gear. It has the capability of traversing rugged terrain. This is especially necessary for transporting arrestees. Note: Only 25% of the cost of the side-by-side will be requested from this application and another 25% will be requested through the OHMVR-Education grant. The balance will be covered under the city match or private donations.</p>						
Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
DIRECT EXPENSES						
Program Expenses						
1 Staff						
1. Staff-Motor Sergeant-Overtime Notes : Staff-Motor Sergeant - Overtime Notes: This line denotes 160 hours of Motor Sergeants' overtime at a pay rate of \$117 per hour plus 9.44% direct related costs. This request will pay for 160 hours for a Sergeants to work OHV enforcement operations. This amount will cover the cost of 1 Motor Sergeant, 16 shifts within 10 months, 10-hours shifts.	160.0000	127.675	HRS	20,428.00	20,428.00	0.00

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Los Angeles Police Department
Application: Law Enforcement

10/4/2022

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>1 sergeant x 10 hours x \$127.675/hour x 16 operations</p> <p>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. Sworn Overtime Fringe Benefit rate - 9.44% is from the approved CAP 41 and include Medicare - 1.38%, Worker's Comp - 7.64%, Unemployment Claims - .01%, Share of Carry Forward - .41% , Total 9.44%. Documentation will be provided as requested.</p>						
<p>2. Staff-Law Enforcement Motor Officers -Overtime</p> <p>Notes : Notes: This line denotes 510 hours of Motor Officers overtime at an average pay rate of \$101 per hour plus 9.44% direct related costs.</p> <p>This request will pay for 510 hours to cover 3 Officers to work each OHV enforcement detail. This amount will cover the cost of 3 officers, 17 operations within 10 months,10-hour shift</p> <p>3 Officers x 10 hours x \$110.20 /hour x 17 operations.</p>	510.0000	110.200	HRS	56,202.00	56,202.00	0.00

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
 Agency: Los Angeles Police Department
 Application: Law Enforcement

10/4/2022

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<p>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. Sworn Overtime Fringe Benefit rate - 9.44% is from the approved CAP 41 and include Medicare - 1.38%, Worker's Comp - 7.64%, Unemployment Claims - .01%, Share of Carry Forward - .41% , Total 9.44%. Documentation will be provided as requested.</p>						
<p>3. Staff-Motor Sergeant - On-duty general fund</p> <p>Notes : Notes : This line item is a match. This line denotes 10 hours of Motor Sergeants' pay \$77.90 per hour.</p> <p>This match will cover the cost of a Motor Sergeant to work OHV enforcement details. This amount will cover 1 10-hours-shift. There are 17 grant funded operations, one of them does not have a supervisor. Additionally, 4 more operations will be worked as a match for the grant program.</p> <p>1 Motor Sergeant x 10 hours x 5 operations x \$136.95</p> <p>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</p>	40.0000	136.950	HRS	5,478.00	0.00	5,478.00

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Los Angeles Police Department
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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Sergeant Position. Sworn Salary Fringe Benefit rate - 75.81% is from the approved CAP 41 and include Pension 46.83%, L.A. Well Health & Dental Plans 13.93%, Employee Assistance 0.10%, Medicare 1.53%, Part Time/Seasonal/Temporary Pension 0.04%, Unused Sick/Vacation Payout 1.49%, Unemployment Claims 0.00%, Workers Compensation 8.47%, Carry Forward, Positive 3.41%. Documentation will be provided as requested.						
<p>4. Staff-Motor Officers - On-duty general fund</p> <p>Notes : Notes: This line item is a match. This line denotes 480hours of Motor Officers' average pay of \$67 per hour.</p> <p>This match will cover the cost of 3 Motor Officers to work OHV enforcement detail. This amount will cover 10-hours-shift for 4 operations</p> <p>3 Motor Officers x 10 hours x \$117.80/hours x 4 operations</p> <p>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. Sworn Salary Fringe Benefit rate - 75.81% is from the approved CAP 41 and include Pension 46.83%, L.A. Well Health & Dental Plans 13.93%, Employee</p>	90.0000	117.800	HRS	10,602.00	0.00	10,602.00

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
 Agency: Los Angeles Police Department
 Application: Law Enforcement

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Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
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.						
5. Staff-Motor Officer Off-Road Recertification Notes : This line item is a match and denotes the Annual Off-Road Recertification training costs for 7 Motor Officers to maintain Post certification for Off-Road Motor Officer status (required status for LAPD Off-Road motor Officers) The training is for 10 hours, 7 officers, 70 hours. 7 police officers x 10 hours x \$67/hour. 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. Sworn Salary Fringe Benefit rate - 75.81% is from the approved CAP 41 and include Pension 46.83%, L.A. Well Health & Dental Plans 13.93%, Employee Assistance 0.10%, Medicare 1.53%, Part Time/Seasonal/Temporary Pension 0.04%, Unused Sick/Vacation Payout 1.49%, Unemployment Claims 0.00%, Workers Compensation 8.47%, Carry Forward, Positive 3.41%. Documentation will be provided as	70.0000	117.800	HRS	8,246.00	0.00	8,246.00

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Los Angeles Police Department
Application: Law Enforcement

10/4/2022

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
requested.						
Total for Staff				100,956.00	76,630.00	24,326.00
2 Contracts						
3 Materials / Supplies						
1. Materials / Supplies-Supply Off Road Helmets Notes : 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	4.0000	700.000	EA	2,800.00	0.00	2,800.00
2. Materials / Supplies-Safety Equipment Notes : Notes: This line item budgets the purchase for off-road safety equipment.. The ORU determined the following as needed: Goggles (\$50) Gloves (\$50) Elbow&Knee Pads (\$110) Protective Pants (\$125) . ORU has 21 personnel -- 2 motor sergeants, 17 motor officers and 3 reserve officers. The above items will be used to replace worn/torn/damaged gear. It is estimated that 5 sets will be needed to be replaced this year. 5 sets x \$335/set	5.0000	335.000	EA	1,675.00	1,675.00	0.00

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022
Agency: Los Angeles Police Department
Application: Law Enforcement

10/4/2022

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
LAPD ORU is comprised of 21 Off-Road field officers. Each Officer is actively participating in Off-Road riding which requires safety gear. These are wear items and require replacement in an as needed basis weather they are damaged during general use or rendered instantly unserviceable if involved in a "crash" whereby the rider exits the motorcycle and collides with the roadway/dirt tearing or ripping the gear. Requested cost is consistent with estimated and established rotation schedules.						
Total for Materials / Supplies				4,475.00	1,675.00	2,800.00
4 Equipment Use Expenses						
5 Equipment Purchases						
6 Others						
Total Program Expenses				105,431.00	78,305.00	27,126.00
TOTAL DIRECT EXPENSES				105,431.00	78,305.00	27,126.00
INDIRECT EXPENSES						
Indirect Costs						
1 Indirect Costs						
Total Indirect Costs				0.00	0.00	0.00
TOTAL INDIRECT EXPENSES				0.00	0.00	0.00
TOTAL EXPENDITURES				105,431.00	78,305.00	27,126.00

Project Cost Summary for Grants and Cooperative Agreements Program - 2022
 Agency: Los Angeles Police Department
 Application: Law Enforcement

10/4/2022

	Category	Total	Grant Req.	Match	Narrative
DIRECT EXPENSES					
Program Expenses					
1	Staff	100,956.00	76,630.00	24,326.00	
2	Contracts	0.00	0.00	0.00	
3	Materials / Supplies	4,475.00	1,675.00	2,800.00	
4	Equipment Use Expenses	0.00	0.00	0.00	
5	Equipment Purchases	0.00	0.00	0.00	
6	Others	0.00	0.00	0.00	
Total Program Expenses		105,431.00	78,305.00	27,126.00	
TOTAL DIRECT EXPENSES		105,431.00	78,305.00	27,126.00	
INDIRECT EXPENSES					
Indirect Costs					
1	Indirect Costs	0.00	0.00	0.00	
Total Indirect Costs		0.00	0.00	0.00	
TOTAL INDIRECT EXPENSES		0.00	0.00	0.00	
TOTAL EXPENDITURES		105,431.00	78,305.00	27,126.00	

ITEM 1 and ITEM 2

ITEM 1

- a. Has a CEQA Notice of Determination (NOD) been filed for the Project? If checked YES, stop here. If checked NO, complete item #2. ☐ Yes ☒ No

ITEM 2

- b. Does the proposed Project include a request for funding for CEQA and/or NEPA document preparation prior to implementing the remaining Project Deliverables (i.e., is it a two-phased Project pursuant to Section 4970.06.1(b)) ☐ Yes ☒ No

ITEM 3 - Project under CEQA Guidelines Section 15378

- c. Are the proposed activities a "project" under CEQA Guidelines Section 15378? If YES, complete ITEMS 4 - 13. If unsure, select YES, and complete ITEMS 4 - 13. If checked NO, complete letter d. ☐ Yes ☒ No
- d. The Application is requesting funds solely for personnel and support to enforce OHV laws and ensure public safety. These activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "Project" under CEQA. ☒ Yes ☐ No
- e. Other. Explain why proposed activities would not cause any physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and are thus not a "project" under CEQA. E.g., Project activities involving heavy equipment, grading, etc. typically are considered a project under CEQA. DO NOT complete ITEMS 4 - 13.

ITEM 4 - Specify all standard measures (e.g., BMPs, established SOPs, or similar)

ITEM 5 - Evaluate the Impact of this Project

ITEM 6 - Critical Habitat for Threatened and/or Endangered Species

Does USFWS final or proposed designated critical habitat for threatened and/or endangered species exist within or surrounding the Project site? ☐ Yes ☒ No

ITEM 7 - Evaluate Cumulative Impacts from this Project

ITEM 8 - Significant effect on the environment

ITEM 9 - Potential for Damage to Scenic Resources within the Viewshed of a Highway

ITEM 10 - Hazardous Materials

Is the proposed Project Area located on a site included on any list compiled pursuant to Section 65962.5 of the California Government Code (hazardous materials)? ☐ Yes ☒ No

If YES, describe the location of the hazard relative to the Project site, the level of hazard and the measures to be taken to minimize or avoid the hazards:

ITEM 11 - Substantial adverse impacts to historical or cultural resources

ITEM 12 - Indirect Significant Impacts

ITEM 13 - Baseline conditions

10/4/2022

CEQA/NEPA Attachment

Attachment Title	Attachment