

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: January 17, 2019

CAO File No. 0130-02010-0007

Council File No. 14-1312-S5

Council District: -

To: The Mayor and Council

From: Richard H. Llewellyn, Jr., City Administrative Officer 

Reference: Board of Police Commissioners Transmittal dated December 11, 2018; referred for report January 4, 2019

Subject: **2018-19 OFF-HIGHWAY MOTOR VEHICLE RECREATION GRANT –
EDUCATION & SAFETY PROGRAM**

RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

1. Authorize the Chief of Police, or his designee, to:

- a. Retroactively apply for and accept the grant award in the amount of \$76,052 from the State of California, Department of Parks and Recreation (Grantor) for the 2018 Off-Highway Motor Vehicle Recreation (OHMVR) Grant – Education & Safety Program for the period of January 1, 2019 through December 31, 2019;
- b. Negotiate and execute the Cooperative Agreement, subject to the review and approval of the City Attorney as to form;
- c. Negotiate and execute an Agreement with the National Youth Project Using Minibikes (NYPUM) for the Los Angeles Police Department to operate a local NYPUM youth program, subject to the review and approval of the City Attorney as to form;

2. Authorize the Los Angeles Police Department (LAPD) to:

- a. Submit grant reimbursement requests to the Grantor and deposit grant receipts in Fund No. 339, Department No. 70;
- b. Spend up to the total grant amount of \$76,052 in accordance with the grant award agreement;
- c. Prepare Controller instructions for any technical adjustments, subject to the approval of the City Administrative Officer, and authorize the Controller to implement the instructions;

3. Authorize the Controller to:

- a. Establish a grant receivable and appropriate \$76,052 to an appropriation account to be determined, in Fund No. 339, Department No. 70, for the receipt and disbursement of the 2018-19 OHMVR Grant – Education & Safety Program funds;
- b. 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, \$30,900

4. Authorize the City Clerk to:

- a. Place the following action relative to the 2018 Off-Highway Motor Vehicle OHMVR Grant – Education & Safety Program on the City Council agenda on July 1, 2019 or the first meeting day thereafter:

Authorize the Controller to transfer from Fund No. 339, Department No. 70, account number to be determined, to Fund No. 100, Department No. 70, account number and amount as follows:

Account No. 001092, Overtime Sworn, \$30,901

SUMMARY

The LAPD is seeking approval to retroactively apply for and accept an award of \$76,052 for the 2018 OHMVR Grant – Education & Safety Program from the State of California, Department of Parks and Recreation for the grant term of January 1, 2019 through December 31, 2019. The grant requires a 25-percent match that will be fulfilled through the equivalent salary expenditures of five Police Reserve Officers.

In accordance with the Grants and Cooperative Agreements Program Regulations published by the California State Parks Off-Highway Motor Vehicle Recreation Division, the volunteer hours of Police Reserve Officers are a qualifying match item. Section 4970.05(f)(3) of the aforementioned document states that “cash value for volunteer time shall be determined using the agency’s hourly reimbursement rate for the paid classification that most closely matches the duties performed by the volunteer.” The LAPD reports that the duties of a Police Reserve Officer most closely match the duties of a Police Officer.

The objective of the OHMVR Grant – Education & Safety program is to provide financial assistance to local and federal agencies that deliver safety programs and education to the public regarding responsible off-highway vehicle (OHV) safety, environmental responsibility, and respect for private property. This is a separate grant from the annual Off-Highway Motor Vehicle Recreation Grant Program, which funds enforcement activities preventing illegal OHV activity. The LAPD will be partnering with the NYPUM to introduce OHV recreation and education to LAPD youth program participants.

The NYPUM was established to engage at-risk and disadvantaged youth ages 10 to 17 years old by promoting development through a new and engaging activity. The NYPUM's main objective is "to change conditions which foster alienation, delinquency, and crime" by pairing an at-risk and disadvantaged youth with a caring adult and a minibike. The NYPUM will afford the youth an opportunity to not only learn how to care for and safely ride outdoors, but also develop self-esteem and self-discipline in the process. The American Honda Motor Corporation has donated minibikes to the NYPUM program since 1969 and NYPUM has been successfully implemented in nearly 50 programs nationwide. A letter of Agreement between the LAPD and the NYPUM is provided as Attachment A to this report.

Acceptance of this grant will allow the LAPD to incorporate the NYPUM program into LAPD's existing youth programs, providing at-risk and disadvantaged youth with awareness of OHV activities and areas, as well as providing hands-on and classroom safety training. The LAPD hosts a variety of community-based youth programs with prevention and intervention strategies and implementation of the NYPUM program will allow the LAPD to use the minibike as a motivational tool to develop self-esteem, values for daily living, and sense of community. The LAPD-NYPUM programs will provide minibike training twice a month at Edward M. Davis Training Facility. One Police Sergeant and four Police Officers from the LAPD's Valley Traffic Division Off-Road Unit, with the assistance of five Police Reserve Officers, will be responsible for conducting the training. A State-certified Emergency Medical Technician volunteer from the California Emergency Mobile Patrol of LAPD's Devonshire Division will also be in attendance to provide assistance during training.

The Grant award will provide \$61,801 for sworn overtime to implement the LAPD-NYPUM program and to conduct training; \$3,000 for staff to attend a six-day NYPUM instructor training course and become NYPUM certified instructors; \$3,180 for safety equipment; and, \$8,071 for indirect costs such as program fees and NYPUM group life insurance. The group life insurance has been reviewed and approved by the City's Risk Manager. The recommendations in this report differ from the recommendations found in the Board of Police Commissioners Transmittal dated December 11, 2018 due to an increase in indirect costs associated with hotel lodging requirements. Exact details of the changes are provided as Attachment B to this report. The Department states that the Grantor has approved these modifications on December 14, 2018.

FISCAL IMPACT STATEMENT

Approval of the recommendations within this report will provide \$76,052 in funding to the Los Angeles Police Department for the 2018 Off-Highway Motor Vehicle Recreation (OHMVR) Grant - Education & Safety Program. The grant requires a 25-percent match that will be fulfilled through the equivalent salary expenditures of the Police Reserve Officers. Funding for the one Police Sergeant and four Police Officers is already provided as a part of the Department's 2018-19 Adopted Budget and there is no additional impact to the General Fund. The recommendations in this report comply with the City's Financial Policies in that one-time revenue is used for one-time expenses.

RHL:BYO:04190083

Attachments

Agency establishing agreement: _____

Hereafter referred to as "Agency".

Address: _____

City: _____ State: _____ Zip: _____

Phone: (_____) _____ Fax: (_____) _____

Agency's ED/CEO: _____

Proposed NYPUM Program Director: _____

Date of Agreement: ____ / ____ / ____

National Youth Project Using Trail bikes (hereafter "NYPUM"), a California Public Benefit Corporation headquartered at 1919 Torrance Blvd., Torrance, California 90501, offers the youth of America an opportunity to develop self-esteem, values for daily living, and a sense of community belonging using the minibike to locally operated programs for their use in conducting NYPUM activities (hereafter "Local NYPUM Programs") for the benefit of participating youth (hereafter "Youth Participants").

1. Agency wishes to operate a Local NYPUM Program and, as a prerequisite for and in consideration of, receiving Honda trail bikes from NYPUM for Agency's use, enters into this agreement (hereafter "Agreement") subject to NYPUM's acceptance of Agency's Program Design and this agreement. Agency agrees to:
 - A. Make the emotional and social development of the Youth Participants the primary programming goal of its Local NYPUM Program with efforts to:
 1. Divert Youth Participants from the juvenile justice system,
 2. Encourage school attendance and success in educational endeavors;
 3. Develop responsible citizenship;
 4. Foster community involvement and stewardship;
 5. Promote environmental awareness.
 - B. Make the safe use and care of the trail bikes its primary operational focus.
 - C. Implement and operate its Local NYPUM program in accordance with all of the directives, restrictions, rules and guidelines as contained in the current NYPUM Administrative and Operations Manual, including any future changes or modifications of the Manual.
 - D. Promptly pay all established program fees or other costs as required by NYPUM.
 - E. Utilize no trail bikes or other vehicles, be they motor driven or otherwise propelled, for use by the Youth Participants which have not been provided by NYPUM and specifically identified by vehicle identification number on an inventory, jointly maintained by NYPUM and Agency, of trail bikes assigned to the Local NYPUM Program.
 - F. Allow use of the trail bikes only under the direct physical supervision of qualified staff that have met all training and certification requirements established by NYPUM.
 - G. Protect the trail bikes from abuse, misuse, damage, loss or theft, and maintain them in good operating condition in accordance with the manufacturer's recommendations and any additional NYPUM guidelines.
 - H. Maintain a program of insurance as required by NYPUM guidelines, as amended from time to time (the "Insurance Guidelines").
 - I. Pay annual dues, used to support local programming, training and national activities.

- J. Indemnify and hold NYPUM harmless against, and in respect of, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies including but not limited to interest, penalties and reasonable attorney's fees, that NYPUM may incur or suffer that arise, result from, or relate to, Agency's operation of a Local NYPUM Program.
- 2. It is understood and agreed that, if this agreement is accepted by NYPUM, NYPUM will initially provide trail bikes to the Agency for the use in a local NYPUM Program in the quantities and at the schedule of delivery specified in Exhibit "A" attached hereto and made a part hereof. Additional trail bikes may be furnished at the sole discretion of NYPUM but not to exceed the number of trail bikes requested from time to time by Agency. Ownership of the trail bikes will remain with NYPUM and Agency will retain the authority to maintain and use the trail bikes at NYPUM's sole discretion.
- 3. Agency acknowledges receipt of a copy of the current version of the Manual and of the Insurance Guidelines and agrees to abide by them and by any future modifications thereof (after delivery of such modifications to the Agency).
- 4. If this agreement is accepted by NYPUM, both NYPUM and Agency will proceed in good faith to implement the intent of this Agreement for the benefit of Youth Participants. Should either NYPUM or Agency find it necessary to terminate this Agreement for any reason, then the party wishing to terminate shall provide the other party written notice at least thirty (30) days in advance of the termination date. After termination, Agency will be required to return all trail bikes and NYPUM will arrange for their disposition within sixty (60) days after termination. After termination, Agency will not allow any further use of the trail bikes and will, at its sole cost and expense, store and protect the trail bikes from damage, loss or theft until they are returned to NYPUM. The indemnification provision in paragraph 1(J) above will survive the termination of this agreement.
- 5. This Agreement will be construed in accordance with, and be governed by, the laws of the state of California.
- 6. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of NYPUM and Agency that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on both parties.
- 7. Right of Agency to use the name "National Youth Project Using Trail bikes" and/or the acronym "NYPUM" in any verbal expression or printed material used by the Agency is contingent upon acceptance of this agreement by NYPUM and may be withdrawn at any time at the sole discretion of NYPUM.
- 8. NYPUM's failure to promptly enforce any provision of this Agreement in a particular instance or circumstance shall not waive NYPUM's right to enforce that provision at a later date or in another instance or circumstance.
- 9. It is understood and agreed that this Agreement shall not be effective until signed by authorized representative of NYPUM.

Signature of Agency ED/CEO _____ Date: ___/___/___

Accepted by NYPUM: _____ Date: ___/___/___

Title: _____

From:	To:
<p>Recommendation: 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:</p> <p>Account No. 001092 Overtime Sworn, \$32,471</p>	<p>Recommendation: 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:</p> <p>Account No. 001092 Overtime Sworn, \$30,900</p>
<p>Recommendation: Place the following action relative to the 2018 Off Highway Motor Vehicle OHMVR Grant – Education & Safety Program on the City Council agenda on July 1, 2019 or the first meeting day thereafter:</p> <p>Authorize the Controller to transfer from Fund No. 339, Department No. 70, account number to be determined, to Fund No. 100, Department No. 70, account number and amount as follows:</p> <p>Account No. 001092 Overtime Sworn, \$32,471</p>	<p>Recommendation: Place the following action relative to the 2018 Off Highway Motor Vehicle OHMVR Grant – Education & Safety Program on the City Council agenda on July 1, 2019 or the first meeting day thereafter:</p> <p>Authorize the Controller to transfer from Fund No. 339, Department No. 70, account number to be determined, to Fund No. 100, Department No. 70, account number and amount as follows:</p> <p>Account No. 001092 Overtime Sworn, \$30,901</p>
<p>\$64,942 for Sworn Overtime</p>	<p>\$61,801 for Sworn Overtime</p>
<p>\$ 4,930 for Indirect Costs</p>	<p>\$ 8,071 for Indirect Costs</p>