



## TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other Terms and Conditions noted in this Grant Agreement. Failure by the Grantee to comply may result in the termination of this Grant Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

### A. EXECUTION

1. The State (the California Highway Patrol) hereby awards, to the Grantee, the sum of money stated on page one of this Grant Agreement. This funding is awarded to the Grantee to carry out the Project set forth in the Project Description and the terms and conditions set forth in this Grant Agreement.
2. The funding for this Grant Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Grant Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Grant Agreement; whereby, no party shall have any further obligations or liabilities under this Grant Agreement, or 2) negotiate a Grant Agreement Amendment to reduce the grant award and scope of work to be provided under this Grant Agreement.
3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement is approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.
4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide, pursuant to this Grant Agreement, and necessary to complete or carry out the Project, as described in this Grant Agreement. Any modification or alteration of this Grant Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing thirty (30) calendar days in advance to the State for approval.
5. The Grantee agrees to complete the Project within the timeframe indicated in the Project Performance Period, which is on page one of this Grant Agreement.

### B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.
2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.
3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.
4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.
5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

## TERMS AND CONDITIONS

### C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.
  - a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.
  - b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.
3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.
4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

### D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

### E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

## TERMS AND CONDITIONS

### F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

### G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

### H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - i. The dangers of drug abuse in the workplace.
    - ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.
    - iii. Any available counseling, rehabilitation, and employee assistance programs.
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the Project will:
    - i. Receive a copy of the company's drug-free workplace policy statement.
    - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:
  - a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

### I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

## TERMS AND CONDITIONS

### J. LABOR CODE/WORKERS' COMPENSATION

1. The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

### K. GRANT APPLICATION INCORPORATION

1. The Grantee agrees the Grant Application and any subsequent changes or additions approved or required by the State is hereby incorporated into this Grant Agreement.

### L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

### M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:
  - a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
  - b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.
  - c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.
  - d. All of the information in its Grant Application and all materials submitted are true and accurate.

### N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

## TERMS AND CONDITIONS

### O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.
2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

### P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

### Q. PAYEE DATA RECORD FORM STD. 204

1. This form shall be completed by all non-governmental Grantees.

### R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

### S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.
2. Current State Employees:
  - a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.
  - b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.
3. Former State Employees:
  - a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.
  - b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.
4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

## TERMS AND CONDITIONS

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.
6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.
7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.
8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

### T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.
2. Law Enforcement Projects:
  - a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.
  - b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

# Schedule A

## City of Fullerton Police Department

**All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.**

### **Project Description**

The education and training of police officers is an integral component of our plan to combat traffic-related injuries and deaths, both in Fullerton and throughout the County of Orange. SFST, ARIDE and DRE training are all crucial elements of this plan. We believe that by educating police officers and other members of the criminal justice system, such as prosecutors and forensic scientists, in recognizing the signs and symptoms of both alcohol and drug impairment and providing them with the necessary tools for a successful prosecution, our police officers, and those from other law enforcement agencies, can better serve their communities and keep them safe through proactive measures.

A DUI/DUI-D Mobile Command Vehicle purchased using 2022-23 grant funds will continue to be used to assist in conducting field sobriety checkpoints and DRE Field Certifications in Fullerton, as well as a regional use for collaborative Orange County DUI/DUI-D operations and DRE trainings. The vehicle may also be used for events regarding drug and alcohol use education.

The police department, in partnership with both public health agencies and other non-governmental organizations, will continue our outreach to the community under STEP and the BSCC Prop 64 grant if awarded, via community presentations focusing on various topics related to traffic safety and driving under the influence.

### **Problem Statement & Proposed Solution**

The Fullerton Police Department consistently ranks toward the top, countywide, for DUI arrests with 385 arrests in 2023, and, sadly, the City also experienced seven traffic-related fatalities in calendar year 2023, down from 2022, which had 13 traffic-related fatal crashes. Although decreased from 2022, the high amount of fatal crashes, in conjunction with a consistently high number of DUI arrests both point to the absolute need for the continuation of grant-funded traffic/pedestrian safety enforcement and education operations to combat the serious DUI and traffic-related problems in the City. The popular Downtown Fullerton area is home to over 61 ABC-licensed restaurants and bars within 6 square blocks, frequented by anywhere from 5,000 to 8,000 patrons on a single Friday night alone. The City of Fullerton is also home to five colleges and universities with a student population of at least 65,000 and still growing, which significantly increases the actual number of people driving (and potentially drinking and using drugs while driving) in Fullerton. As such, Fullerton climbed to 12th out of 61 like cities in 2021 for nighttime crashes resulting in injury or death; further evidence of an active, high-risk night life in the City. While more recent OTS ranking data is not yet available, the Fullerton data does show that, with 20 traffic-related fatalities and 1894 injuries resulting from traffic crashes in the past two years (2022-2023), grant-funded operations and training are critically needed in order to keep our community safe.

Since Downtown Fullerton is a magnet for nighttime activity, it is entirely possible that many potential DUI/DUI-D drivers may begin the evening in Fullerton, and then may be stopped later by police, or have accidents, in other cities, and vice versa. Therefore, looking at Orange County statistical data to fully understand the traffic and DUI-related problems facing our community is important in order to gain a better understanding of the issues. Overall, 2021 data shows that Fullerton ranked 26th out of 60 similar cities for total fatalities and injuries. Since 2020, there have been 38 deaths associated with traffic crashes in the City of Fullerton. According to 2023 data, roughly 24.7% of crashes in Fullerton involved alcohol/drug use, which is only a 1.1% decrease from 2022. Clearly a DUI/DUI-D problem not only exists in Fullerton and the surrounding communities, but it persists and must be addressed through proactive enforcement and educational means.

DUI and DUI-D-related education and training for police officers is also an essential component in stemming the tragic outcomes our roadways all too often produce. The Fullerton Police Department is a proud leader,

## Schedule A

statewide, in the DUI/DUI-D education of police officers from various police agencies across the State of California. With grant support, we will continue to provide Drug Recognition Expert (DRE), Advanced Roadside Impaired Driving Enforcement (ARIDE), and Standardized Field Sobriety Testing (SFST) training and certifications to not only just police officers, but to Crime Lab Forensic Scientists and Deputy District Attorneys who have interest in expanding their knowledge for the purposes of successful prosecutions.

### Performance Measures/Scope of Work

- Fullerton Police Department staff will incorporate data collection throughout the project in order to evaluate program effectiveness. Staff to be involved in monitoring project progress will include a Traffic Unit Lieutenant, a Traffic Unit Sergeant, and an Administrative Analyst.
- Outcome measures that will be utilized to quantify project performance will include tracking the number of: Fullerton Police Department (FPD) employees and non-department members who attend DRE/ARIDE/SFST training, how many FPD employees become DRE certified, how many DRE/ARIDE/SFST classes FPD instructs internally and in collaboration with other agencies, and how many FPD employees attend DRE/SFST instructor training. These are to be completed during the grant performance period of July 1, 2024- June 30, 2025.
  - Attend SFST Training (6 Officers/Corporals, annually) 80% completion goal
  - Attend ARIDE Training (6 Officers/Corporals, annually) 80% completion goal
  - Attend DRE Training (4 Officers/Corporals, annually) 80% completion goal
  - Attend Annual CHP DRE Instructor Training (1 Officer/Corporal, annually) 100% completion goal
  - Instruct SFST Trainings (4 instructors, semi-annually) 100% completion goal
  - Instruct ARIDE Courses (4 instructors, semi-annually) 100% completion goal
  - Instruct DRE Trainings with Wet Labs (8 instructors, semi-annually) 100% completion goal
  - Conduct DRE Field Certifications (7 instructors, 1 community services liaison, 1 records clerk, semi-annually) 100% completion goal
  - Conduct DRE Recertification (4 instructors, annually) 100% completion goal
  - Attend DRE Field Certification (4 Officer/Corporals, annually) 80% completion goal
  - Attend DRE Instructor training, (2 instructors as students, annually) 100% completion goal
  - Collaborative Instruction of DRE/SFST/ARIDE Trainings (3 Instructors, quarterly) 75% completion goal
- With approval by CHP, submit a grant kick-off press release on July 1, 2024. 100% completion goal
- To ensure that project components are implemented as intended, Police Department personnel will be involved in order to track project progress and ensure adherence to project goals.
- SFST School (Semi-Annually): During our SFST Schools, instructors teach sessions from the required curriculum provided by NHTSA and CHP. Throughout the course students are instructed on vehicle in motion, contacting driver, and determining if they will make a DUI arrest or not. Within the course we explain and demonstrate the Standardized Field Sobriety Tests, so the students can properly use them in the field. During our three-day SFST School, we also conduct a wet lab in conjunction with the Orange County Crime Lab. At the wet lab, students have the opportunity to practice administering SFST's on individuals that have been dosed by the crime lab. At the culmination of the course, students must pass the final exam to receive credit for the course. Due to our partnership with the Orange County Crime Lab, they give Yellow Box training to all Orange County law enforcement agency which allows them to use the Intoximeter Breath Machines.
- ARIDE (Semi-Annually): During our ARIDE Course, instructors teach sessions from the required curriculum provided by NHTSA and CHP. During this course students are instructed and refreshed on the curriculum for SFST as it transitions from DUI alcohol to DUI drugs. Throughout this course students are instructed on the effects of drugs when taken into the body, along with a breakdown of the Seven Drug categories. At the culmination of the course, students must pass the final exam to receive credit for the course.
- DRE (Semi-Annually): During our DRE School, instructors teach sessions from the required curriculum provided by NHTSA and CHP. A DRE School is two weeks long and consists of three-day DRE Pre-School and DRE Course. The DRE Pre-School consists of a refresher of SFST School and ARIDE as it transitions into an in-depth breakdown of the effects of drugs on the human body and the

## Schedule A

seven drug categories. During the DRE Pre-School, the students will participate in a wet lab, and they must pass the DRE Pre-school Final to move forward in the program. After the DRE Pre-School, students are then taught about the seven drug categories along with how each category of drug effects the body differently. Throughout the course, students are not only taught about drugs but also how to properly conduct a DRE evaluation. Not only are there portions of the class that require instruction from certified DRE's, but there is also the application on how to properly conduct the DRE evaluation. Students are taught how to properly examine eyes, use a sphygmomanometer, take left radial pulses, obtain pupil sizes (room light, near total darkness, and direct light), along with several other important skills. Periodically through the course, students take quizzes to gage their understanding of the material. At the culmination of the course, students must pass the final exam to receive credit for the course. If the student successfully completes the classroom portion of DRE, then they will transition to the DRE Field Certifications. Our DRE Schools, consist of instructors from our agency, CHP, law enforcement agencies across the county, and the Orange County District Attorneys Office. Without the partnership with these prestigious agencies we would not be able to teach, instruct, and pass on the valuable information the DRE Program has to offer.

- **Wet Lab (Semi-Annually):** During a wet lab, the Orange County Crime lab assists us with dosing drinkers to get them to a certain BAC (blood alcohol content). At this time, drinkers are dosed with standard drinks of alcohol of their choice. After dosing the drinkers, they are brought into the classroom where they are assessed and evaluated by the students attending the course. The students use the knowledge and skills obtained and apply it to the dosed drinker. The students conduct the standardized field sobriety tests on the drinkers under the supervision of an instructor. Each student conducts the Eye Tests (HGN, VGN, and LOC), Modified Romberg Balance Test, One Leg Stand, and the Walk and Turn on the drinker. The student will explain and demonstrate the SFST's to the drinker, just as they were taught in the learning portion of the course. At the conclusion of the test, the student will make the decision based on the clues, signs, and symptoms observed if they would make the arrest the subject for DUI or not. The Orange County Crime Lab conducts breath tests on every drinker at the conclusion of each student's SFST's. The Orange County Crime Lab documents each drinkers BAC throughout the entire wet lab. The results are shared with the students at the end of the wet lab, so they can build confidence in their newly acquired training. It should be noted that one wet lab is conducted during our three-day SFST School, and two wet labs are conducted during our two-week DRE School.
- **DRE Field Certification (Semi-Annually):** During DRE Field Certifications, students who have successfully passed the school portion of the course come to use the training they have acquired on individuals who were arrested for under the influence. Fullerton Police Department has officers specifically designated to patrol our city for subjects under the influence of drugs. Once these officers make the arrest, they transport the subject to the Fullerton Police Department to be evaluated by a DRE student. DRE students conduct the 12 step DRE Evaluation on the arrestee, under the supervision of a DRE Instructor, to determine if the subject is under the influence of drugs or not. At the end of the DRE evaluation, the DRE student and DRE Instructor, review the data acquired during the evaluation to determine if the subject is under the influence or not. Once the determination is made that they are under the influence of a drug, the arrestee is walked over to the phlebotomist to have their blood drawn for evidence. After the blood is drawn, it is retained in a vial to be tested at a later date by the Orange County Crime Lab. Depending on the arrestees' charges, they are either released with a citation when sober or transported to Orange County Jail.
  - It should be noted that once the Orange County Crime lab tests the arrestees' blood, they provide the Fullerton Police Department with the blood toxicology results and show what type of drugs were in their blood. The results are then provided to the DRE students for the Rolling Logs, and it confirms if the drug category they called during their evaluation was correct or not. The DRE student must observe at least three drug categories and reach a certain percentage of calling the correct drug category.
  - As DRE student go through the field certification process, they must conduct six DRE evaluations themselves and observe six DRE evaluations conducted by another student in the class. The DRE student not only conducts a total of twelve DRE evaluations, but they are also required to write DRE reports along with the evaluations. The DRE evaluations and reports are reviewed by a DRE instructor at the time of completion.
- **Phlebotomist:** During our DRE Field Certification dates, we have an on-site phlebotomist. The

## Schedule A

purpose of the phlebotomist being on site is for the blood draw of arrestees who are deemed to be under the influence of drug, alcohol, and/or both. The blood draw is done at the conclusion of the DRE students' evaluation to confirm the drug category they believe the arrestee is under the influence of. Phlebotomists collect the arrestee's blood as evidence in the case. After the blood is drawn it is collected by the phlebotomist to be transferred to the Orange County Crime lab to be tested at a later date.

- Jailer: During our DRE Field Certification dates, we have an extra jailer on shift to help process bookings for the DRE students' arrestees so these higher volumes of bookings do not impact jail staff who are processing regular Patrol arrestees.
- Host/Instruction/Conduct: Fullerton Police Department hosts and instructs SFST Schools, ARIDE courses, and DRE Schools in conjunction with CHP and assisting law enforcement agencies throughout the county. Our agency has the luxury of hosting these training courses at our police department, a majority which are held in the Mural Room at our agency. Not only do we host, by providing a facility, but we also instruct these various courses. By instructing, we provide instructors to teach the necessary session for each course and they teach sessions from the required curriculum provided by NHTSA and CHP. On top of hosting and instructing training courses, we also conduct wet labs and DRE Field Certifications at our police department. We conduct wet labs during our SFST Schools and DRE Schools (2) in which the Orange County Crime Lab doses drinkers for the students to evaluate and perform the standardized field sobriety tests on. We also conduct DRE Field Certifications at our agency. During DRE Field Certifications, students who successfully pass the school portion of DRE come and use the knowledge and skills they learned on real life subjects who are under the influence. The skills and knowledge are applied as they assess the arrestee and determine which drug category they are under the influence of. Fullerton Police Department has had an outstanding partnership with CHP for decades as we have hosted and instructed a plethora of courses all while teaching the required curriculum provided by NHTSA and CHP.
- Drug and Alcohol Evidence Recorder (DAX): The DAX will be used during DRE Field Certifications, during DRE Course Instruction, DUI saturation operations, DUI checkpoints and major crash investigations to enhance an officer's ability to detect and accurately document eye movement of persons under the influence. Additionally, these recordings will be used for instructional purposes during the DRE course as well as for criminal evidence in court. As such, it will be used on a monthly basis.

### **Project Performance Evaluation**

Fullerton Police Department staff will incorporate data collection throughout the project in order to evaluate program effectiveness. Staff to be involved in monitoring project progress will include an Operations Division Captain, a Personnel and Training Sergeant, and an Administrative Analyst. Such data points will include number of staff and attendees trained and/or in DRE/ARIDE/SFST, and the annual DUI/DUI-D related arrests and fatal crashes within the City of Fullerton.

### **Program Sustainability**

The Fullerton Police Department can work with state and local resources to identify and develop other sources of funding to reduce reliance on federal funding in the future. Private foundations may provide some funding but often these are one-time and limited in scope of use. FPD might also continue its important DRE training and certification programs by charging municipalities to train and certify their officers; however, because of current funds, we do not have to charge any police agency for their officers to be trained. Many police agencies do not have the adequate funds to send their officers to paid-for training, and by being able to offer this training free of charge, we can assure more officers receive this ever important, and changing, information.

It is hoped that the many cities and counties who benefit from DRE training and certification programs can demonstrate to the federal government that federal funds are vital to keeping our communities and highways safe.

### **Administrative Support**

The Fullerton Police Department has successfully managed and operated several traffic and DUI-related grants, and has both the fiscal staff and resources to properly administer grant funds. Prior experience

## **Schedule A**

includes OTS STEP, DUI Checkpoint and DRE training programs through the State, Orange County District Attorney's Office, and the City of Anaheim. The Fullerton Police Department has established itself as a leader in the field, and with the assistance of previous OTS STEP grant funding, its DRE instructors provide SFST, ARIDE, DRE training and certification to countless law enforcement agencies. In March of 2018, two of Fullerton's certified DRE Instructors were authorized to assist the Orange County DA's office by providing training at their DUI/DRE training school in Northern California. In August 2019, a Fullerton PD DRE Instructor was selected to be a presenter at the IACP International DRE Conference in Anaheim CA, a distinction held by few DRE Instructors across the country. Also, in 2019, a Fullerton PD DRE Instructor was a panelist with nationally recognized experts at a Think-Tank Panel Discussion held by the Rand Corporation in Washington D.C. to discuss the impacts of DUI-d Marijuana, demonstrating both the Police Department's knowledge and experience in DUI/DRE training, but also its willingness to collaborate with others in this field.

Because of Fullerton PD's experience, there will be minimal need for training or other startup delays for this grant. All Police personnel and volunteers must pass a criminal background check.

## Schedule B

### Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
17883	City of Fullerton Police Department	\$499,998.00

Cost Category	Line Item Name	Total Cost to Grant
<b>Personnel</b>	DRE Instructor Training - Attend	\$12,518.00
	SFST Training - Attend	\$20,259.00
	ARIDE Training - Attend	\$20,259.00
	SFST Training - Instruct	\$23,239.00
	ARIDE Training - Instruct	\$13,963.00
	DRE Training - Instruct	\$43,200.00
	DRE Field Certification - Instruct	\$165,730.00
	Backfill	\$56,723.00
	DRE Recertification - Instruct	\$3,491.00
	DRE Field Certification - Attend	\$10,472.00
	Collaborative DRE/SFST/ARIDE Training - Instruct	\$14,047.00
	DRE Training - Attend	\$60,776.00
<b>Category Sub-Total</b>		<b>\$444,677.00</b>
<b>Travel</b>	DRE Instructor Training - Attend Travel	\$168.00
	<b>Category Sub-Total</b>	
<b>Consultants/Contracts</b>	Jailer	\$18,630.00
	Phlebotomist	\$25,400.00
	<b>Category Sub-Total</b>	
<b>Other Direct Costs</b>	Drug and Alcohol Evidence Recorder (DAX)	\$5,382.00
	DAX Case	\$318.00
	Wet Lab Supplies	\$3,362.00
	Educational Materials	\$2,061.00
	<b>Category Sub-Total</b>	

<b>Grant Total</b>	<b>\$499,998.00</b>
--------------------	---------------------

## Schedule B-1 Budget Narrative

### City of Fullerton Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

#### **Personnel**

##### **SFST Training - Attend**

\$20,259.00

6 Officer/Corporal @16hrs, hourly rate \$68.93; 1 event; benefits = Total Salary x city benefits rate 47.90%

##### **ARIDE Training - Attend**

\$20,259.00

6 Officer/Corporal @16hrs, hourly rate \$68.93; 1 event; benefits = Total Salary x city benefits rate 47.90%

##### **SFST Training - Instruct**

\$23,239.00

2) sergeant, 24 hrs ea @ 131.09 2) corporal/officer, 24 hrs ea @ 107.53; 2 events- course instruction Benefits= Total OT x Medicare 1.45%

##### **ARIDE Training - Instruct**

\$13,963.00

4) officer/corporal, 16 hrs ea @ 107.53; 2 events Benefits= Total OT x Medicare 1.45%

##### **DRE Training - Instruct**

\$43,200.00

Regular: 1) sergeant, 32hrs ea @ 131.09 2) officer/corporal, 67 hrs ea @ 107.53 Wet lab: 5) officer/corporal, 5 hrs ea @ 107.53 2 events- course instruction Benefits= Total OT x Medicare 1.45%

##### **DRE Field Certification - Instruct**

\$165,730.00

2) sergeants, 160 hrs @ 131.09 2) officer/corporal, 160 hrs @ 107.53 1) H&S car sergeant, 160 hrs @ 131.09  
3) H&S car officer/corporal, 160 hrs @ 107.53 1) PIS, 160 hrs @ 57.86 1) Records Clerk, 120 hrs @ 42.99  
Benefits= Total OT x Medicare 1.45%

##### **DRE Recertification - Instruct**

\$3,491.00

4) officer/corporal, 8 hrs ea @ 107.53 Benefits= Total OT x Medicare 1.45%

##### **DRE Field Certification - Attend**

\$10,472.00

4) officer/corporal, 24 hrs ea @ 107.53 Benefits= Total OT x Medicare 1.45%

##### **DRE Training - Attend**

\$60,776.00

4) officer/corporal, 72 hrs ea @ 107.53 Benefits= Total OT x Medicare 1.45%

##### **Backfill**

\$56,723.00

SFST: 6) officer/corporal, 16 hrs ea @ 107.53

ARIDE: 6) officer/corporal, 16 hrs ea @ 107.53

DRE: 4) officer/corporal, 72 hrs ea @ 107.53

DRE Instructor Training: 1) officer/corporal, 40 hrs ea @ 107.53

# Schedule B-1 Budget Narrative

## City of Fullerton Police Department

Benefits: Total OT x Medicare 1.45%

### **Collaborative DRE/SFST/ARIDE Training - Instruct**

\$14,047.00

1) sergeant, 40 hrs @ 131.09 2) officer/corporal, 40 hrs @ 107.53 Benefits= Total OT x Medicare 1.45%

### **DRE Instructor Training - Attend**

\$12,518.00

2 Officer/Corporal @40hrs, hourly rate \$68.93; 1 event; benefits = Total Salary x city benefits rate 47.90%

### **Travel**

#### **DRE Instructor Training - Attend Travel**

\$168.00

\$0.67/mile @125 miles per instructor, 2 instructors

### **Consultants/Contracts**

#### **Jailer**

\$18,630.00

1 Jailer OT for DRE Field Certifications to not impact jail staff working on Patrol jail bookings. 300hrs @\$62.10/hr Jail staffing contract expires June 30, 2024 and will be awarded effective July 1, 2024 dependent on RFP results

#### **Phlebotomist**

\$25,400.00

California Forensic Phlebotomy to provide blood draws during DRE Field Certifications. 200 @\$127/ each

### **Other Direct Costs**

#### **DAX Case**

\$318.00

Waterproof molded hard protective case for Drug and Alcohol Evidence Recorder (DAX) \$295 +7.75% tax

#### **Wet Lab Supplies**

\$3,362.00

\$1681 for DRE/ARIDE/SFST, 2x per year Food, alcohol, & cutlery/utensils for wet labs

#### **Educational Materials**

\$2,061.00

45 x \$45.81

SFST Course Manual (In January 2024, CHP said they were no longer providing printed course manuals, the department had to incur the cost of printing these for students).

#### **Drug and Alcohol Evidence Recorder (DAX)**

\$5,382.00