

1. GRANT TITLE FY22/23 CTFGP Law Enforcement - City of Fullerton Police Department	
2. NAME OF AGENCY City of Fullerton Police Department	4. PERFORMANCE PERIOD From: 07/01/2022 To: 06/30/2023
3. AGENCY SECTION TO ADMINISTER GRANT	
5. OPPORTUNITY INFORMATION DESCRIPTION Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, improve agency's effectiveness through training and development of new strategies.	
6. FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED \$500,000.00	
7. TERMS AND CONDITIONS The Grantee agrees to complete the Project as described in the Project Description. The Grantee's Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27 are hereby incorporated into this agreement by reference. The parties hereto agree to comply with the terms and conditions of the following attachments: <ul style="list-style-type: none"> • Schedule A - Project Description, Problem Statement, Goals and Objectives, and Method of Procedure; • Schedule B - Detailed Budget Estimate; and • Schedule B-1 - Budget Narrative. <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. APPROVAL SIGNATURES	
A. AUTHORIZED OFFICIAL OF AGENCY Name: Robert Dunn Phone: 714-738-6522 Title: Chief of Police Address: 237 W. Commonwealth Ave, Fullerton, CA 92832 E-Mail: robert.dunn@fullertonpd.org _____ (Signature) (Date)	B. AUTHORIZED OFFICIAL CHP Name: Evan Robinson Phone: (916) 843-4360 Title: Captain Fax: (916) 322-3169 Address: 601 North 7th Street, Sacramento, CA 95811 E-Mail: ERobinson@chp.ca.gov _____ (Signature) (Date)
C. ACCOUNTING OFFICER OF CHP Name: C. M. Jones Phone: (916) 843-3531 Title: Commander Fax: (916) 322-3159 Address: 601 North 7th Street, Sacramento, CA 95811 E-Mail: catrina.jones@chp.ca.gov _____ (Signature) (Date)	D. AUTHORIZED FINANCIAL CONTACT TO RECEIVE PAYMENTS Name: Ellis Chang Address: 237 W. Commonwealth Ave, Fullerton, CA 92832 9. PURCHASE ORDER NUMBER

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 Agreement. Failure by the Grantee to comply may result in the termination of this 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 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 Agreement.
2. The funding for this 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 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 Agreement, whereby no party shall have any further obligations or liabilities under this Agreement, or 2) negotiate an Agreement amendment to reduce the grant award and scope of services to be provided under this Agreement.
3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement has been 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 Agreement, necessary to complete or carry out the project as described in this Agreement. Any modification or alteration of this Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing 30 calendar days in advance to the State for approval.
5. The Grantee agrees to complete the project within the timeframe indicated in the Performance Period, which is on page one of this 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 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 60 calendar days after completion of this 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 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 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 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 Agreement at any time prior to the commencement of the project. Once the project has commenced, this Agreement may only be terminated if the party withdrawing provides 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 Agreement within 10 calendar days of the commencement of such event and within 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, 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 Agreement has been terminated.
3. The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this 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 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 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 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 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 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'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 Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this 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 Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement 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 Agreement, (refer to Labor Code Section 3700).

K. APPLICATION INCORPORATION

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

L. STATE LOBBYING

1. The Grantee is advised none of the funds provided under this 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 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 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 Agreement, written or oral, creating obligations that would prevent it from entering into this Agreement or satisfying the terms herein.
 - c. If the Grantee is a Nonprofit Organization, 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 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 person within organization with delegated signing authority.
2. An amendment is required to change the Grantee's name as listed on this 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 an Agreement, authorizing execution of the Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

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

R. GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by governmental 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 Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section) 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 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 Agreement within the 12-month period prior to their leaving state service.
4. The authorized representative of the Grantee organization named within this Agreement warrants their organization and its employees have no personal or financial interest and no present or past

TERMS AND CONDITIONS

employment or activity which would be incompatible with participating in any activity related to this Agreement. For the duration of this Agreement, the organization 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 Agreement.

5. The Grantee organization and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Agreement made available for use by the State for the purposes of providing services to the State in conjunction with this 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 project confidential information and intends to disclose that information in violation of this Agreement.
6. The Grantee will not enter into any Agreement or discussions with third parties concerning materials described in paragraph 5 prior to receiving written confirmation from the State that such third party has an 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 Grantee violates any provisions of this above paragraphs, such action by Grantee shall render this 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 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), 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 funds from this 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 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

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.

Problem Statement

The Fullerton Police Department consistently ranks toward the top, countywide, for DUI arrests with 398 DUI arrests in 2020, and, sadly, the City also experienced 8 traffic-related fatalities in calendar year 2020, down from a record high in 2018 which had 14 traffic related fatal collisions. Although decreased from 2018, the high amount of fatal collisions, 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 ranked 12th out of 59 like cities in 2019 for nighttime collisions 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 8 traffic-related fatalities and 735 injuries resulting from traffic collisions in 2020, 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 understand of the issues. Overall, 2019 data shows that Fullerton ranked 10th out of 59 similar cities for total fatalities and injuries, and Orange County ranked of 34th out of 58 counties. Since 2017, there have been 40 deaths associated with traffic collisions in the City of Fullerton. According to 2019 data, roughly 12% of collisions with injuries or fatalities in Fullerton involved alcohol/drug use, which is a 2% increase from 2018. 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, 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.

Proposed Solutions

The education/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.

Schedule A

A DUI/DUI-D Mobile Command Vehicle will 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 vehicle would be set up internally with a Drug Recognition Expert examination area, workstations, wireless laptop(s), wireless all-in-one printer, wireless internet, TV monitor, portable radio chargers, communications equipment, and sobriety checkpoint equipment. Additional internal components include: mini kitchen area for crew, air conditioning and heater, and storage cabinets. External components would include a complete emergency lights and siren package, area lighting, and a backup camera.

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.

Performance Measures

- 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, 2022- June 30, 2023, exact schedule TBD upon grant award approval.
 - Attend 1 SFST Training, 6 Officers/Corporals
 - Attend 1 ARIDE Training, 6 Officers/Corporals
 - Attend 1 DRE Training, 4 Officers/Corporals
 - Attend 1 Annual CHP DRE Instructor Training, 2 Officer/Corporal (July 18-22, 2022)
 - Instruct 2 SFST Trainings
 - Instruct 2 ARIDE Courses
 - Instruct 2 DRE Trainings with Wet Labs
 - Conduct 2 DRE Field Certifications
 - Conduct 1 DRE Recertification
 - Attend 1 DRE Field Certification
 - Attend IACP/DRE Conference, 5 employees
 - Attend DRE Instructor training, 2 employees
 - Collaborative Instruction of 5 DRE/SFST/ARIDE Trainings
- Purchase Mobile Command Vehicle during first quarter of grant performance period for use in current and future DUI/DUI-D operations and DRE trainings.
- With approval by CHP, submit a grant kick-off press release on July 1, 2022.
- To ensure that project components are implemented as intended, Police Department personnel will be involved in order to track project progress on a quarterly basis and ensure adherence to project goals.

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 collisions within the City of Fullerton.

Schedule A

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. Fullerton Police Department 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 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
9594	City of Fullerton Police Department	\$500,000.00

Cost Category	Line Item Name	Total Cost to Grant
Personnel	Salaries- Attend SFST Training	\$6,298.00
	Salaries- Attend ARIDE Training	\$6,298.00
	Salaries- Attend DRE Training	\$18,893.00
	Salaries- Attend DRE Instructor Training	\$2,624.00
	Salary Benefits	\$38,717.00
	Overtime- SFST Training	\$18,906.00
	Overtime- ARIDE Course	\$12,595.00
	Overtime- DRE Training	\$44,477.00
	Overtime- DRE Field Certification	\$121,398.00
	Overtime- DRE Recertification	\$3,149.00
	Overtime- Attend DRE Field Certification	\$9,446.00
	Overtime- Collaborative DRE/SFST/ARIDE Training	\$11,814.00
	Overtime Benefits	\$3,216.00
	Category Sub-Total	
Travel	DRE Instructor Training Mileage	\$396.00
	Category Sub-Total	
Equipment	DUI/DUI-D Mobile Command Unit	\$99,904.00
	DUI/DUID Vehicle Upfitting	\$76,088.00
	Category Sub-Total	
Consultants/Contracts	Jailer OT for DRE Field Certifications	\$5,943.00
	Phlebotomist for DRE Field Certifications	\$19,838.00
	Category Sub-Total	
Grant Total		\$500,000.00

Schedule B-1

Budget Narrative

Personnel

Salaries- Attend SFST Training \$6,298.00

6 Officer/Corporal @16hrs, hourly rate \$65.60; attend 1 event

Salaries- Attend ARIDE Training \$6,298.00

6 Officer/Corporal @16hrs, hourly rate \$65.60; attend 1 event

Salaries- Attend DRE Training \$18,893.00

4 Officer/Corporal @72hrs, hourly rate \$65.60; attend 1 event

Salaries- Attend DRE Instructor Training \$2,624.00

2 Officer/Corporal @40hrs, hourly rate \$65.60; attend 1 DRE Instructor Training July 18-22, 2022

Salary Benefits \$38,717.00

Total Salary x city benefits rate 113.50%

Overtime- SFST Training \$18,906.00

2) sergeant, 24 hrs ea @ 98.54

2) corporal/officer, 24 hrs ea @ 98.40; 2 events attend and/or instruct course

Overtime- ARIDE Course \$12,595.00

4) officer/corporal, 16 hrs ea @ 98.40; 2 events; attend and/or instruct course

Overtime- DRE Training \$44,477.00

Regular: 3) officer/corporal, 67 hrs ea @ 98.40

Wet lab: 5) officer/corporal, 5 hrs ea @ 98.40 2 events -attend and/or instruct course

Overtime- DRE Field Certification \$121,398.00

1) sergeant, 160 hrs @ 98.54

2) officer/corporal, 160 hrs @ 98.40

1) H&S car sergeant, 160 hrs @ 98.54

3) H&S car officer/corporal, 160 hrs @ 98.40

1) CLO, 160 hrs @ 43.26

1) Records Clerk, 120 hrs @ 43.26

2 events; attend and/or instruct training

Overtime- DRE Recertification \$3,149.00

4) officer/corporal, 8 hrs ea @ 98.40

Schedule B-1

Budget Narrative

Overtime- Attend DRE Field Certification \$9,446.00

4) officer/corporal, 24 hrs ea @ 98.40

Overtime- Collaborative DRE/SFST/ARIDE Training \$11,814.00

Assist other agencies with DRE/SFST/ARIDE Training Instruction

1) sergeant, 40 hrs @ 98.54

2) officer/corporal, 40 hrs @ 98.40

Overtime Benefits \$3,216.00

Total OT x Medicare 1.45%

Travel

DRE Instructor Training Mileage \$396.00

2 Instructors @\$198; CA per diem POV rate \$0.585/mile. 33.7 mi one way from Fullerton PD to Glendale PD for DRE Instructor course July 18-22, 2022.

Equipment

DUI/DUI-D Mobile Command Unit \$99,904.00

2021 Mercedes Sprinter Van w/listed accessories \$92,718 + \$7,185.65 tax.

A DUI/DUI-D Mobile Command Vehicle will 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. External components would include:

complete emergency lighting and siren package \$9,426 + \$730.75 tax

360 camera system with 4 cameras \$1,405 + \$108.89 tax

upgraded side sliding entry and rear entry doors with screens \$4,385 + \$339.84 tax

CHP approved DUI and Fullerton PD graphics package \$5,625 + \$435.94 tax

DUI/DUID Vehicle Upfitting \$76,088.00

DUI/DUID Vehicle Upfitting. The vehicle would be set up internally with a Drug Recognition Expert examination area and workstations, air conditioning and heater, and storage cabinets. Since total upfitting costs (\$151,539) exceed the available grant budget, remaining amount to be funded by Fullerton Police Department.

Interior upgrades- swivel front seats, ceiling and wall panels, flooring, storage shelf above front seats: \$35,002 plus tax

Examination area: \$12,954 plus tax

Workstations/Office area: \$30,030 plus tax

Schedule B-1

Budget Narrative

Communications Cabling: \$5,990 plus tax

Audio/Visual system: \$12,232 plus tax

Exterior upgrades (AC, LED Scene lights, A/C outlets, window tint, awning, running boards and rear step):
\$29,740 plus tax

Power management upgrades: \$25,081 plus tax

Fire extinguisher w/ mount and smoke/carbon monoxide detectors: \$510 plus tax

Consultants/Contracts

**Jailer OT for DRE Field
Certifications** \$5,943.00

Fullerton PD has a current contract with Allied Universal Security Services for providing jailer staffing. Request is for 1 additional jailer on OT during DRE Field Certifications to help with influx of demand on jailer staff during field certification events.

1) Jailer, 100hrs @\$59.43

**Phlebotomist for DRE Field
Certifications** \$19,838.00

Fullerton Police Department has a current contract with California Forensic Phlebotomy to provide DUI blood draw services. Request is for phlebotomist costs for blood draws done during DRE Field Certifications.

180 blood draws @\$110.21