

## 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.

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### 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.

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### 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.

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### 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.

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### 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

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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

### Garden Grove 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. Grantees shall not exceed the travel rates paid to exempt, excluded, and represented State of California employees and will be reimbursed at the State travel rates. Any costs beyond State travel rates will be at the expense of the Grantee.

#### Project Description

The Garden Grove Police Department provides in-house training to new hires during the new officer orientation period. This training is crucial as officers graduating from the academy are not exposed to DUI related investigations in the field prior to being trained by their Field Training Officers. As a part of our field training period, officers in training are exposed to DUI investigations on scene and shadow senior officers conducting these investigations. The department currently has two DRE instructors in specialty assignments. These officers routinely attend DRE training courses and supervises DRE examinations being conducted by officers during the DRE training program. Currently, both DRE instructors attend approximately ten DRE courses yearly. In addition to this, their supervising duties are typically six hours in length each training. The department would also like to use this additional funding to send more officers to advanced training courses to become trainers for FST, ARIDE and DRE within the department.

The Garden Grove Traffic Unit along with our Crime Prevention Unit has in the past conducted "Know Your Limit" operations within the city. These operations included bringing our PAS machines to different establishments and having citizens voluntarily provide a breath sample to see what their BAC levels were after consuming alcoholic beverages. These operations provided great learning experiences to motorists as most of the time what they believed their BAC was turned out to be much higher with the assistance of the PAS machine. The Garden Grove Police Department also currently possesses Marijuana intoxication goggles to imitate the effects of Cannabis as it applies to driving.

These goggles have been used in school presentations and at Citizen Academy training days. As part of our equipment purchase proposal, the department is seeking to upgrade these DUI cannabis and alcohol goggles. The ones we currently possess are dated, damaged and need replacement. The company Innocorp, Ltd produces newer model FatalVision goggles that includes activities geared towards showing impairment for alcohol, cannabis, and combination type side effects. The department is requesting funding towards this topic to use at school presentations and other community policing type events throughout the year. In addition to such operations, our Traffic Unit and Crime Prevention Unit has had educational booths at public locations including schools educating citizens on the dangers of driving impaired including driving under the influence of any drug.

In terms of enforcement efforts, the Garden Grove Police Department would like to increase how many DUI saturation operations are conducted per year. The department is provided funding to conduct DUI saturation patrols from the OTS STEP grant. While this additional funding has helped the department combat impaired driving, additional allocated money in this category would help us combat the growing issue of impaired driving. The department conducts such operations throughout the year and doubles the amount of operations in the winter months. Statistically, the winter season has proven to show an increase in DUI related traffic collisions and arrests.

#### Problem Statement & Proposed Solution

Garden Grove is a city located in Orange County, California. With a population of 172,270, it is the 32nd largest city in California and the 164th largest city in the United States. Garden Grove is currently growing at a rate of 0.06% annually, but its population has decreased by 0.31% since the most recent census, which recorded a population of 172,800 in 2020. Spanning over 18 miles, Garden Grove has a population density of 9,593 people per square mile. Garden Grove is a city with a majority being Asian- Americans and is 7th among top cities of at least 100,000 people with the highest percentage of Asian-Americans.

## Schedule A

With only 172 sworn officers including administrative staff, that is a ratio of one officer per every 1,002 citizens spread over the highly densely populated 18 square miles. Regarding traffic enforcement, there are only 11 motor officers to patrol the 18 square miles and 172,270 residents, not including the patrons, visitors and working force within the city.

Traffic collision investigations continue to be one of the most common calls for service officers respond to within the city. The city has seen a rising trend in alcohol/ drug related injury/non injury vehicle collisions in the past five years. This trend is common amongst the County of Orange and the County of Los Angeles. In the City of Garden Grove, there has been a total of 55 fatal traffic collisions since the beginning of 2017 to 2022. Of those fatalities, 30 of them have involved impaired drivers, as well as over 147 other injury traffic collisions involving impaired drivers. The negative effects of drinking and driving have struck our community on several occasions and the Garden Grove Police Department is committed to using all resources available to combat the problem.

The City of Garden Grove has taken a zero-tolerance approach towards drunk/impaired driving the last five years and made over 1708 arrests and initiated several thousand citizen contacts related to DUI Investigations. The City of Garden Grove is committed to the safety of our citizens and has utilized DUI Checkpoints and DUI Saturation patrols to deter, locate, and arrest alcohol/drug impaired drivers, and provide educational opportunities to the members of the community.

Through the opportunities granted to our Department through the OTS STEP Grant, we continued our zero tolerance efforts towards the eliminating and alcohol/drug impaired driving. The efforts are focused on all motorists and citizens in the community. Through press releases and social media platforms, an effort is always made to educate the community on the dangers of alcohol/drug impaired driving, the costs of being prosecuted for DUI/DUID, and alternative methods of transportation available to those that may consider driving while impaired. The City of Garden Grove has capitalized on funding provided by the Office of Traffic and Safety but additional funding from the Cannabis Tax fund would increase our abilities to keep our roadways safe.

The problem of impaired driving continues to rise. According to the 2018 National Survey on Drug Use and Health (NSDUH) in 2018, 12.6 million drivers drove under the influence of illicit drugs. After alcohol, marijuana is the drug most often found in the blood of drivers involved in crashes. THC (delta-9-tetrahydrocannabinol) can be detected in body fluids for days or even weeks after use and is often combined with alcohol.

The vehicle crash risk associated with marijuana in combination with alcohol, cocaine, or benzodiazepines appears to be greater than that for each drug by itself. According to the Governors Highway Safety Association, 43.6 % of fatally injured drivers in 2016 tested positive for drugs and over half of those drivers were positive for two or more drugs. Based on data from the National Highway Traffic Safety Administration in 2016, among drivers tested in fatal crashes, 44% had used a legal or illegal drug, compared with 38% who tested positive for alcohol. Per TRENDS, according to a 2014 study, there were 7,000 new marijuana users per day. After alcohol, marijuana was the most commonly detected drug among drivers killed in crashes in 2016, out of 44% of drivers killed in crashes who tested positive for drugs, 41% had used a strain of marijuana

### DUI STATISTICAL DATA 2019-2022

- DUI Alcohol Arrests: 626
- DUI Drug Arrests: 125
- DUI Combination Arrests: 32
- FATAL DUI Arrests: 09

### FATAL TRAFFIC COLLISION STATISTICAL DATA BETWEEN 2019-2022

- 2019: 5 Fatal Collisions.
- 2020: 10 Fatal Collisions. 5 Involving DUI.
- 2021: 18 Fatal Collisions. 2 Involving DUI.
- 2022: 07 Fatal Collisions. 2 Involving DUI.

### NON-FATAL TRAFFIC COLLISION STATISTICAL DATA BETWEEN 2019-2022

- 2019 Non injury collisions- 1286. 2020 Non injury collisions- 1026. 2021 Non injury collisions- 1257
- 2019 Injury collisions- 526. 2020 Injury collisions- 390. 2021 Injury collisions- 513



## Schedule A

- 2019 Alcohol related collisions- 109. 2020 Alcohol related collisions- 80. 2021 Alcohol related collisions- 111
- 2019 Drug involved collisions- 7. 2020 Drug involved collisions- 11. 2021 Drug involved collisions- 11
- 2019 Combination involved collisions- 3. 2020 Combination involved collisions- 2. 2021 Combination involved collisions- 3

All members of the Traffic Unit work together towards meeting and/or exceeding Grant goals and objectives. The Traffic Unit and patrol officers utilize necessary personnel and equipment to adequately staff and carry out the grant goals and objectives. One Police Sergeant and one motor Officer, with the help of a Senior Accountant from Garden Grove City Hall, all assist with the documentation and planning of the Grant operations as well as required reimbursements.

Members of the Traffic Unit have attended Pre-Operational Grant Training and DUI/CDL Checkpoint Planning and Management classes. There are several Officers who have attended POST certified courses and successfully completed the SFST and ARIDE courses and several members of the Traffic Unit are certified Drug Recognition Experts (DRE). We are among County and State leaders in training of Officers as Drug Recognition Experts and see the vital need for continuous education.

Recently, we have experienced a revamp of our traffic Unit with the addition of a second supervisory position, and the focus on training has increased due to the necessity and importance of having experienced officers within the traffic unit with sufficient expertise to carry out the daily duties and involved investigations. These highly trained Officers allow us to utilize the allotted grant funds adequately and appropriately to their maximum effectiveness and make the City of Garden Grove a safer place.

### **Performance Measures/Scope of Work**

#### **GOALS:**

Reduce the number of persons killed in alcohol involved traffic collisions by 35%

Reduce the number of persons injured in alcohol involved traffic collisions by 20%

Reduce the number of persons killed in drug involved traffic collisions by 25%

Reduce the number of persons injured in drug involved traffic collisions by 20%

Reduce the number of persons injured in alcohol and drug involved traffic collisions by 20%

Increase the number of DUI drug arrests during DUI saturation patrols from quarter 1 to quarter 4 by 20%

Increase the number of DUI alcohol arrests during DUI saturation patrols from quarter 1 to quarter 4 by 20%

Increase the number of DUI alcohol/ drug combination arrests during DUI saturation patrols from quarter 1 to quarter 4 by 20%

#### **OBJECTIVES:**

Ensure 5 sworn Garden Grove Police Department Officers attend SFST and ARIDE by the end of the 4th quarter.

Ensure 1 DRE officer attends DRE Instructor School by the conclusion of the 1st quarter.

Ensure 02 officers attend SFST Instructor School by 2nd quarter.

Send 2 DRE officers to recertification school if applicable during this grant cycle by the 4th quarter.

Send approximately 06 officers to the upcoming DRE conference August 9-11, 2023, in the City of Anaheim by the 1st quarter.

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Ensure 2 DRE Instructors attend at least 10 DRE certification trainings each between the 1st and 4th quarter.

The Garden Grove Police Department is dedicated to meeting the above listed goals and objectives. To do this, the Department will assign approximately three to four DUI saturation over time patrols each month. These patrols will be carried out by a DRE trained officer if possible and or by an officer with advanced training such as ARIDE. Each of these saturation patrol operations will consist of at least 2 officers but the goal will be to have at least four officers working at a time including a supervisor. The saturation patrols would be in ten hour shifts with an off duty time at approximately 0200/0300. The training goals and objectives outlined will be obtained by sending officers to specialized schools. There is a limited amount on funding currently allotted to travel as it pertains to training. There have been several issues in the past related to travel and training courses that are hosted outside of this county. Due to this, officers have been unable to have their training requests approved by management because of the cost of travel and lodging. If the department is fortunate enough to obtain this grant, funding can be used to send officers to these specialized courses that require travel and lodging costs.

The department is also requesting funding in the category of "Know your Limit." This provides officers that opportunities to make positive contacts with the public and create a dialogue about the dangers of driving under the influence. The department is currently limited to only holding two campaigns a year due to funding. This request for funding would allow officers to not only conduct several more campaigns a year but the discussion about DUI drug and combination type offenses can be discussed with members of the public. The department would like to conduct approximately four different "Know your Limit" campaigns would approximately three to four officers per event.

The department is requesting funding towards travel and education for the purposes of attending the 2023 IACP Impaired Driving and Traffic Safety Conference. This conference is a three day event and is being hosted in the city of Anaheim. This conference is not only beneficial to our current Drug Recognition Experts, but it is also important for anyone in the field of traffic or DUI operations. The department has never had funding to send officers to such an event and would enjoy the opportunity to send members of our traffic unit to the conference in August 2023.

The main goal is to increase our number of DUI alcohol/ DUI drug arrests between Q1 and Q4. The department is hoping to increase arrests in these areas by at least 20%. In addition to saturation patrols, the department wants to conduct more DUI/DL checkpoints per year with the assistance of this grant. Currently, the department can conduct approximately two check points a year with the assistance of OTS funding. If we are to acquire additional funding, the department would like to conduct additional checkpoints as well. These DUI/DL checkpoints would conclude around 0200/0300 and each operation would be ten hours in length. We strongly believe that by increasing our saturation patrols, dui checkpoints and other DUI related activities we can ultimately make the streets of Garden Grove a safer place for our residents.

### **Project Performance Evaluation**

The Garden Grove Police Department Traffic Unit will keep extensive notes and use course/ instructor evaluation documentation over the duration of the grant period. This will assist in proper record-keeping and quality control. This will be continually monitored, and appropriate adjustments will be made when and if necessary. Grant activity progress will be reported on a quarterly basis to ensure actions are being taken towards the set goals.

Additionally, we will use the data compiled to create a "Final Evaluation" section in the fourth quarter of the set grant period. This will provide a summary of the grant's accomplishments, challenges, and other significant activities. This narrative will include whether the Department met, exceeded, or if we fell short of the goals/ objectives. If the Department falls short of the goals/ objectives listed, an explanation will be provided in detail.

### **Program Sustainability**

The Garden Grove Police Department's main goal is to reduce the number of dangerous DUI drivers on our roadways. In an effort to combat the ongoing trend of DUI related injury/ fatal traffic collisions countywide, our department conducts saturation patrols almost weekly. Due to limited funding, DUI patrols and checkpoints are limited to the money allotted from grants such as the Office of Traffic Safety (OTS).

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Our department has never received funding from the Cannabis Tax Fund Grant Program, but we're ambitious and extremely motivated to utilize these funds and make a positive impact for our community members.

The long-term goals we have in place are to use these funds immediately for not only enforcement purposes but also for training purposes as well. The Department would like to send more officers to advanced trainings such as SFST, ARIDE and DRE. Personnel permitting, training and certification would be a top priority in terms of sustainability for continued enforcement. Currently, this Department does not have as many trained DRE officers as we would like. If we are fortunate enough to receive this funding, our department would be able to send more officers to different schools to have more trained and competent officers conducting enforcement. The skills learned as a DRE are extremely valuable to officers to possess while conducting DUI enforcement and identifying drug impaired drivers upon the roadway.

This Department has always embraced partnerships with outside agencies, and we have always welcomed engagement and collaborative efforts. As laws continue to change and evolve pertaining to illicit substances, now more than ever an emphasis needs to be placed on enforcement and education. This funding can also be utilized to send officers to round table trainings and seminars that are held throughout the state. Currently, there is no City funding allotted towards sending officers to these types of trainings. This is due to the cost of travel and lodging for numerous officers to attend trainings that are outside commute distances.

### **Administrative Support**

The grant coordinators within this department have become extremely efficient with not only meeting the outlined requirements of past grants awarded but excelling and exceeding the expectations outlined. Proper use of grant funds is always a top priority for the coordinators and the management that oversee all grant related activities. Currently, officers assigned to the Neighborhood Traffic Unit (NTU) oversee managing grants awarded by the OTS. In addition to this, a supervisor within the traffic unit oversees all final decision making and accounts on where funding is being used. Once the coordinator approves an activity or purchase from grant funding, the supervisor assigned has the final decision to approve or deny the request.

Our grant coordinators also keep an open line of communication with fiscal representatives at city hall. These relationships between our officers and accounting ensure that proper documentation and preparation is completed prior to, during and at the end of grant cycles. The Command Staff within this agency have placed great emphasis on driving under the influence and support our efforts to continue to combat the dangers of these illegal actions. This Department has the necessary trained personnel to manage such a grant and we are confident we will excel if we are fortunate enough to receive this additional funding.

## Schedule B

### Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
12957	Garden Grove Police Department	\$250,000.00

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs	IACP Conference - Registration Fee	\$3,000.00
	Fatal Vision Goggles	\$2,562.20
	<b>Category Sub-Total</b>	<b>\$5,562.20</b>
Personnel	DUI Checkpoint	\$84,700.00
	DUI Saturation Patrol	\$145,200.00
	Education/Outreach - Know Your Limit	\$2,288.80
	<b>Category Sub-Total</b>	<b>\$232,188.80</b>
Travel	IACP Conference - Travel	\$12,249.00
	<b>Category Sub-Total</b>	<b>\$12,249.00</b>

<b>Grant Total</b>	<b>\$250,000.00</b>
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**Schedule B-1  
Budget Narrative**

**Garden Grove Police Department**

**Other Direct Costs**

**IACP Conference - Registration Fee**

\$3,000.00

Registration fee for 6 Officer. \$500 per Officer.

**Fatal Vision Goggles**

\$2,562.20

Fatal Vision alcohol Program kit 1 at 1100 and Fatal Vision Marijuana Simulation 1 at 1160 plus shipping and handling and sales tax.

**Personnel**

**DUI Checkpoint**

\$84,700.00

7 DUI checkpoints per year \* 11 Officers and 2 Sergeant per DUI Checkpoint, 10 hrs. per Officer. Total salary and benefits = \$84,700 (Officer - 10 hrs. X \$90 X 11X7 =69,300, Sergeant - 10 hrs. X \$110 X 2X 7 =15,400).

**DUI Saturation Patrol**

\$145,200.00

12 DUI saturations per year. 11 Officers and 2 Sergeant per DUI saturation, 10 hrs. per Officer. Total salary and benefits = \$145,200 (Officer - 10 hrs. X \$90 X 11X12 =118,800, Sergeant - 10 hrs. X \$110 X 2X 12 =26,400).

**Education/Outreach - Know Your Limit**

\$2,288.80

1 Per year.

**Travel**

**IACP Conference - Travel**

\$12,249.00

7 Officers

\$12,249.00