

# LOS ANGELES POLICE COMMISSION

## BOARD OF POLICE COMMISSIONERS

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

(213) 236-1400 PHONE  
(213) 236-1410 FAX  
(213) 236-1440 TDD

July 12, 2022

BPC #22-147

The Honorable Eric Garcetti  
Mayor, City of Los Angeles  
City Hall, Room 303  
Los Angeles, CA 90012

The Honorable City Council  
City of Los Angeles, Room 395  
c/o City Clerk's Office

Dear Honorable Members:

RE: TRANSMITTAL OF THE GRANT APPLICATION AND AWARD ACCEPTANCE FOR  
THE 2022-23 CANNABIS TAX FUND GRANT PROGRAM - LAW ENFORCEMENT  
GRANT

At the regular meeting of the Board of Police Commissioners held Tuesday, July 12, 2022 the Board APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for review and approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

A handwritten signature in blue ink that reads "Maria Silva".

MARIA SILVA  
Commission Executive Assistant

Attachment

c: Chief of Police

INTRADEPARTMENTAL CORRESPONDENCE

22-147

REVIEWED BY: *[Signature]* 7/5/22  
RICHARD M. TEFANK  
EXECUTIVE DIRECTOR  
DATE

July 6, 2022  
1.14

**TO:** The Honorable Board of Police Commissioners

**RECEIVED**

**FROM:** Chief of Police

JUL 05 2022

**POLICE COMMISSION**

**SUBJECT:** TRANSMITTAL OF THE GRANT APPLICATION AND AWARD  
ACCEPTANCE FOR THE 2022-23 CANNABIS TAX FUND GRANT  
PROGRAM LAW ENFORCEMENT GRANT

**RECOMMENDED ACTIONS**

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE this report.
2. That the Board TRANSMIT the attached grant application and award for the 2022-23 Cannabis Tax Fund Grant Program Law Enforcement Grant pursuant to Administrative Code Section 14.6(a), to the Mayor, Office of the City Administrative Officer (CAO), Chief Legislative Analyst, and to the City Clerk for committee and City Council consideration.
3. That the Board REQUEST the Council, subject to the approval of the Mayor, to:
  - A. AUTHORIZE the Chief of Police or his designee to retroactively apply for and ACCEPT the 2022-23 Cannabis Tax Fund Grant Program (CTFGP) Law Enforcement Grant award in the amount of \$885,000 from the State of California, California Highway Patrol (CHP) for the period of July 1, 2022 through June 30, 2023;
  - B. AUTHORIZE the Chief of Police or his designee to negotiate and execute the grant agreement with the CHP for the period of July 1, 2022 through June 30, 2023, subject to the review and approval of the City Attorney as to form;
  - C. AUTHORIZE the Chief of Police or his designee to execute a Professional Services Agreement with one selected vendor for a term of twelve months within the applicable grant performance period, for a sum not to exceed \$30,000, for the provision of phlebotomist services as it relates to the grant program, subject to the approval of the City Attorney as to form and legality;
  - D. AUTHORIZE the Los Angeles Police Department (LAPD) to submit grant reimbursement requests to the grantor and deposit grant receipts in the Police Department Grant Fund No. 339, Department No. 70;
  - E. AUTHORIZE the LAPD to spend up to the grant amount of \$885,000 in accordance with the grant award agreement;

- F. AUTHORIZE the LAPD to prepare Controller instructions for any technical adjustments as necessary to implement Mayor and Council intentions, subject to the approval of the CAO, and AUTHORIZE the Controller to implement the instructions;
- G. AUTHORIZE the Controller to establish a grant receivable and appropriate \$885,000 to appropriation account number to be determined, within Fund No. 339, Department No. 70, for the receipt and disbursement of the 2022-23 CTFGP Law Enforcement Grant funds; and,
- H. AUTHORIZE the Controller to increase appropriations on an as-needed basis from the 2022-23 CTFGP Law Enforcement Grant, Fund No. 339, Department No. 70, account number to be determined, to Fund No. 100, Department No. 70, account numbers and amounts as follows:

Account No. 001090	Overtime Civilian	\$7,200
Account No. 001092	Overtime Sworn	\$497,925

## DISCUSSION

The LAPD is seeking retroactive approval to apply for and accept an \$885,000 grant award for the 2022-23 CTFGP Law Enforcement Grant from the CHP for the period of July 1, 2022 through June 30, 2023.

The CHP's CTFGP supports the education, prevention, and enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis. For 2022-23, the CHP has extended the funding opportunity to law enforcement agencies to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, improve agency's effectiveness through training, and develop new strategies. The grant opportunity focuses on public education and outreach, Driving Under the Influence (DUI)/Driving Under the Influence of Drugs (DUID) enforcement efforts, and officer training focused on detecting and removing impaired drivers from the roadway.

The LAPD Traffic Group was awarded \$885,000 to implement the DUI Apprehension Program, which will primarily focus on DUID enforcement efforts and training that assists officers in detecting and removing impaired drivers from the roadway. The program objectives will be met by increasing officer training, modernizing equipment, augmenting enforcement operations, and conducting business community outreach. The grant funds will be used to provide officer training in the following courses: Impaired Driver Apprehension Program; Advanced Roadside Impaired Driving Enforcement; and Drug Recognition Expert (DRE) Certification courses. The training courses will be conducted by current LAPD officers on an overtime basis. The grant will also fund two DRE trailers and two trucks, as well as a bathroom trailer that will be used during DUI/DUID investigations and DRE task forces.

Under the grant agreement, the State will reimburse the City for expenses incurred as follows:

Expense Category	Amount
Sworn Overtime	\$ 497,925
Civilian Overtime	7,200
Travel	12,000
Equipment	337,875
Contracts/Consultants	30,000
<b>Total</b>	<b>\$ 885,000</b>

A Professional Services Agreement will be executed with a phlebotomy service provider to draw and collect blood samples from individuals arrested during DRE certification and enforcement task forces within the grant performance period, for an amount not to exceed \$30,000. The Department will select the vendor using a competitive bid process.

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

Respectfully,

  
MICHEL R. MOORE  
Chief of Police

**BOARD OF  
POLICE COMMISSIONERS**  
Approved  
Secretary

*July 12, 2022*  
*Maria Silva*

Attachments

## INTRADEPARTMENTAL CORRESPONDENCE

June 28, 2022

1.14

**TO:** Chief of Police

**FROM:** Director, Office of Constitutional Policing and Policy

**SUBJECT:** TRANSMITTAL OF THE GRANT APPLICATION AND AWARD  
ACCEPTANCE FOR THE 2022-23 CANNABIS TAX FUND GRANT  
PROGRAM LAW ENFORCEMENT GRANT

Attached for your approval and signature is an Intradepartmental Correspondence to the Board of Police Commissioners, requesting approval to transmit the attached grant application and award, pursuant to Administrative Code Section 14.6(a), to the Mayor, Office of the City Administrative Officer, Office of the Chief Legislative Analyst and to the City Clerk for Committee and City Council consideration. The Los Angeles Police Department (LAPD) is seeking retroactive approval to apply for and accept an \$885,000 grant award for the 2022-23 Cannabis Tax Fund Grant Program (CTFGP) Law Enforcement Grant from the California Highway Patrol for the period of July 1, 2022 through June 30, 2023.

The LAPD Traffic Group was awarded \$885,000 to implement the Driving Under the Influence (DUI) Apprehension Program, which will primarily focus on Driving Under the Influence of Drugs (DUID) enforcement efforts and training that assists officers in detecting and removing impaired drivers from the roadway. The grant will provide funding for related sworn and civilian overtime, travel and training, and equipment. In addition, a Professional Services Agreement will be executed with a phlebotomy service provider to draw and collect blood samples from individuals arrested during Drug Recognition Evaluator certification and enforcement task forces.

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

 *Elizabeth Rhodes*

LIZABETH RHODES, Director  
Office of Constitutional Policing and Policy

Attachments

<b>1. GRANT TITLE</b> FY22/23 CTFGP Law Enforcement - Los Angeles Police Department	
<b>2. NAME OF AGENCY</b> Los Angeles Police Department	<b>4. PERFORMANCE PERIOD</b>  From: 07/01/2022 To: 06/30/2023
<b>3. AGENCY SECTION TO ADMINISTER GRANT</b> Los Angeles Police Department - Traffic Group	
<b>5. OPPORTUNITY INFORMATION DESCRIPTION</b> 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.	
<b>6. FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED</b> \$885,000.00	
<b>7. TERMS AND CONDITIONS</b> 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"><li>• Schedule A - Project Description, Problem Statement, Goals and Objectives, and Method of Procedure;</li><li>• Schedule B - Detailed Budget Estimate; and</li><li>• Schedule B-1 - Budget Narrative.</li></ul> 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.  IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.	
<b>8. APPROVAL SIGNATURES</b>	
<b>A. AUTHORIZED OFFICIAL OF AGENCY</b> Name: Michel R. Moore Phone: (213) 486-0380 Title: Chief of Police  Address: 100 West First Street, Los Angeles, CA 90012  E-Mail: grants@lapd.online  _____ (Signature) (Date)	<b>B. AUTHORIZED OFFICIAL CHP</b> 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)
<b>C. ACCOUNTING OFFICER OF CHP</b> 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)	<b>D. AUTHORIZED FINANCIAL CONTACT TO RECEIVE PAYMENTS</b>  Name: Ms. Stella Larracas Address: LAPD, Fiscal Group, PO Box 30158, Rm 774 Attn: Grants, Los Angeles, CA 90030
<b>9. PURCHASE ORDER NUMBER</b>	

## **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

**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 activities and items detailed in Schedule A are applicable. Refer to Schedule B – Detailed Budget Estimate for approved line items and Project activities.**

### Project Description

The Los Angeles Police Department's (LAPD or Department) Traffic Group (TRFG) Driving Under the Influence (DUI) Apprehension Program will primarily focus on providing training to personnel to improve the quality of DUI and Driving under the influence of Drugs (DUID) investigations. Furthermore, the Department will conduct high visibility task forces staffed by officers trained as Drug Recognition Experts (DREs) who will saturate an area of the City on identified dates (i.e., April 20th, commonly referred to as 420) and at events prone to the use of cannabis. The task forces will be prefaced by business outreach, wherein officers will provide education to cannabis dispensaries. Finally, the program will fund a 3D Scanner to assist with the most serious and intricate DUI-related traffic crashes.

### Problem Statement

The City of Los Angeles (City) has a population of approximately four million community members and covers 468 square miles. Within the City, there are approximately 7,500 miles of street, 10,750 miles of sidewalks, and 40,000 intersections.

#### INCREASED DUI-RELATED FATAL TRAFFIC COLLISIONS.

As the City continues to address substantial societal issues, such as the ongoing pandemic and the role of policing within the communities of the City, the LAPD remains dedicated and focused on addressing traffic enforcement and traffic safety through a data-driven approach.

In 2019, the Department established the Community Online Reporting Service (CORS) to offer community members the ability to report minor crashes online as opposed to reporting a crash in person or telephonically. Many of the incidents reportable on CORS are often reported for insurance purposes and the initial criteria was limited to hit and run traffic crashes with no follow-up investigations. In January 2021, the Department expanded the CORS criteria to include the following types of traffic crashes:

- Minor Damage
- Visible Injury
- Complained of Pain Injury
- Hit and Run Misdemeanor

It should be noted that traffic crash reports submitted through CORS are not entered into the Computer Aided Mapping System (CAMS), which captures all traffic crash statistical information investigated by Department personnel. Only statistical data from CAMS is submitted to Statewide Integrated Traffic Records System. Consequently, there has been a significant decrease in the number of injury-related crashes because visible and complained of injury crashes are no longer entered into CAMS.

As pandemic preventive measures were slowly lifted throughout 2021, community members returned to work and school and began resuming their daily routine. As a result, traffic congestion has increased followed by an increase in the following crash categories (See Attached Table 1: 2019-2021. Types of Traffic Crashes):

- Fatal traffic crashes increased 26% from 233 in 2020 to 294 in 2021;
- Severe injury traffic crashes increased 30% from 1,140 in 2020 to 1,479 in 2021;
- DUI-related fatal traffic crashes increased 13% from 16 in 2020 to 18 in 2021;

## Schedule A

- DUI-related severe injury traffic crashes increased 31% from 51 in 2020 to 67 in 2021;
- DUI-related all injury traffic crashes increased 61% from 509 in 2020 to 818 in 2021;
- Hit and Run fatal traffic crashes increased 45% from 51 in 2020 to 74 in 2021;
- Hit and Run severe injury traffic crashes increased 24% from 241 in 2020 to 299 in 2021;
- Hit and Run all injury traffic crashes increased 56% from 4,173 in 2020 to 6,529 in 2021;
- Nighttime fatal traffic crashes increased 5% from 101 in 2020 to 106 in 2021; and,
- Nighttime severe injury traffic crashes increased 26% from 297 in 2020 to 374 in 2021.

In 2019, 16 percent of drivers arrested for driving under the influence were for DUID and 84 percent for DUI. In 2021, 26 percent of drivers arrested for driving under the influence were for DUID and 74 percent for DUI (See Attached Table 2: 2019 – 2020. Types of DUI Arrest).

An analysis of arrests made at DUI checkpoints is another indicator of the increased number of DUID offenders on the roadways in the City (See Attached Table 3: 2019-2021. Types of DUI Arrest at DUI Checkpoints). In 2019, only 42 percent of those arrested at DUI checkpoints were for drugs or a combination of alcohol and drugs, and 58 percent were strictly for alcohol. By 2021, the percentage of arrests for drugs or a combination of alcohol and drugs had increased to 45 percent, while alcohol arrests decreased to 55 percent.

### INSUFFICIENT NUMBER OF DRE-RELATED TRAINED OFFICERS.

Although the Department has made progress over the past three years in providing SFST, ARIDE and DRE training, the total number of personnel trained is still lacking. In the 2014 California's Strategic Highway Safety Plan, the California Highway Patrol (CHP) recommended that law enforcement agencies within California maintain the following training standard for traffic and patrol officers to have a meaningful impact with DUI enforcement efforts:

- SFST Recommendation: 100 percent of officers trained in SFST.

Current Status: Although every Department officer receives abbreviated (less than eight hours) training in SFST at the Police Academy, only 847 (17.6%) of the 4,825 traffic and patrol officers have attended the 24-hour SFST training.

- ARIDE Recommendation: 50 percent of traffic and patrol officers trained in ARIDE.

Current Status: 1,380 (28.6%) of the 4,825 traffic and patrol officers have received ARIDE training.

- DRE Recommendation: 10 percent of traffic and patrol officers trained in DRE

Current Status: 298 (6.2%) of the 4,825 traffic and patrol officers have received DRE training.

### Proposed Solutions

The Department is proposing to meet or exceed the grant program goals by increasing officer training, modernizing equipment and increasing enforcement operations on dates and at locations where driving under the influence of drugs will be prevalent.

#### **Officer Training**

The Department is fortunate to have the capability to provide all DRE-related training internally. The Department currently has 22 SFST/DRE Instructors who will provide the following training:

## **Schedule A**

### *Impaired Driver Apprehension Program Course*

The Department will present seven IDAP Courses. Four will be funded by the Department and three will be grant-funded. Grant funding will be used to hire the instructors on a cash overtime basis to present the courses. At no time will the students be on an overtime basis. The IDAP Course combines the 24-hour SFST curriculum with the 16-hour ARIDE curriculum. A total of 140 officers will receive SFST training.

### *Advanced Roadside Impaired Driving Enforcement Course*

The Department will present four ARIDE Courses. Two will be funded by the Department and two will be funded by the grant. Grant funding will be used to hire the instructors on a cash overtime basis to present the courses. At no time will the students be on an overtime basis. A total of 220 officers will receive ARIDE training. 140 officers will receive the training through IDAP and 80 through the standalone ARIDE course.

### *Drug Recognition Expert Course*

The Department will present four DRE Courses. Two will be funded by the Department and two will be grant-funded. Grant funding will be used to hire the instructors on a cash overtime basis to present the courses. At no time will the students be on an overtime basis. A total of 60 officers will receive DRE training.

### *Drug Recognition Expert Certification Task Forces*

The Department will conduct 12 DRE Task Forces to certify the officers who were recently trained as DREs. Eight will be funded by the Department and four will be grant-funded. Grant funding will be used to hire the instructors on a cash overtime basis to oversee the DRE evaluations conducted during the task forces. At no time will the students be on an overtime basis. A total of 60 officers will be certified through the DRE Task Forces. A vendor will be contracted to provide phlebotomy services for the task forces. The phlebotomist will work a minimum of four hours and a maximum of eight hours at a rate of \$60 per hour.

### *Drug Recognition Expert Recertification Training*

The Department will conduct eight DRE Recertification Courses. Four will be funded by the Department and four will be grant-funded. Grant funding will be used to hire the instructors on a cash overtime basis to present the courses. At no time will the students be on an overtime basis. A total of 80 officers will receive recertification training.

### *Drug Recognition Expert Instructor Course*

The Department will conduct one DRE Instructor Course, which will be funded by the Department. A total of 15 officers will receive DRE instructor training.

## **Business Community Outreach**

The Department will conduct six business outreach events where officers will visit marijuana dispensaries with the goal of building rapport, so that the Department can provide educational messages to the dispensaries in a positive setting.

The dispensaries will be provided educational materials, such as signs, posters and handouts that can be distributed to their customers. The primary focus of the education is to remind community members not to smoke marijuana and drive. If an understanding can be achieved with the dispensary owners that driving while under the influence of marijuana is dangerous and the owners are willing to convey that message to their customers, it will be viewed as a major success.

## **Schedule A**

### **Modernization of Equipment**

The Department's Multi-Disciplinary Collision Investigation Team (MCIT) is tasked with the investigation of complex and serious traffic crashes, which are often DUI-related. In 2021, 40 percent of the MCIT investigations were DUI-related. Similar to the CHP's Multi-Disciplinary Accident Investigation Team, MCIT needs modern and state of the art equipment to investigate traffic crashes. A 3D Scanner will assist MCIT with investigations, resulting in the prosecution of DUI-related cases.

### **Enforcement**

The Department will conduct six high visibility enforcement task forces on identified dates (i.e., April 20th, commonly referred to as 420) and at events prone to the use of cannabis, such as cannabis conventions at the Los Angeles Convention Center, Banc of California Stadium, Shrine and concerts at the Los Angeles Coliseum and Crypto Center. The task forces will be staffed by three supervisors, 16 officers and three detention officers. Officers assigned to the task force will be paired together and will focus efforts on apprehending drivers who are DUI/DUID. Apprehended drivers will be transported to the command post where the appropriate chemical tests will be administered, and arrested drivers will be booked at one of the Department's detention facilities.

### **Performance Measures**

The proposed program will focus on DUID enforcement efforts and to increase training that assists officers in detecting and removing impaired drivers from the roadway with an overarching goal of increased training/education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products. Below are the identified objectives, activities, and proposed timeline.

#### **Objectives:**

1. Reduce the number of persons killed in traffic crashes by five percent from base of 294 in 2021 (July 1, 2021 through June 30, 2022).
2. Reduce the number of persons severely injured in traffic crashes by five percent from base of 1,479 in 2021.
3. Reduce the number of persons killed in DUI-related traffic crashes by five percent from base of 18 in 2021.
4. Reduce the number of persons severely injured in DUI-related traffic crashes by five percent from base of 67 in 2021.
5. Reduce the number of persons killed in hit and run traffic crashes by five percent from base of 74 in 2021.
6. Reduce the number of persons severely injured in hit and run traffic crashes by five percent from base of 299 in 2021.
7. Reduce the number of persons killed in nighttime traffic crashes by five percent from base of 106 in 2021.
8. Reduce the number of persons severely injured in nighttime traffic crashes by five percent from base of 374 in 2021.
9. Increase the number of DUID arrests by five percent from a base of 1,058 in 2021.



## **Schedule A**

### **Activities:**

1. Issue a press release announcing the kick-off of the grant by July 31, 2022.
2. Send 140 officers to the SFST Course via the Department's Impaired Driver Apprehension Program (IDAP).
3. Send 220 officers to the Advanced Roadside Impaired Driving Enforcement (ARIDE) Course.
4. Conduct four grant-funded DRE certification task forces.
5. Send 60 officers to the DRE Course.
6. Send 80 officers to DRE Recertification Training.
7. Send 15 officers to the DRE Instructor Course.
8. Present three grant-funded IDAP Courses, which will train 60 officers.
9. Present two grant-funded ARIDE Course, which will train 40 officers.
10. Present two grant-funded DRE Courses, which will train 30 officers.
11. Conduct four grant-funded DRE Certification Task Forces, which will certify 40 officers as DREs.
12. Conduct four grant-funded DRE Recertification Courses, which will recertify 40 officers as DREs.
13. Conduct six business community outreach events to educate marijuana dispensaries.
14. Conduct six auditing details to prevent grant fraud and waste.

### **Proposed Timeline**

- **First Quarter:**
  - The LAPD Grants Section will obtain the Los Angeles City Council's resolution to enter into a grant contract for the CHP Cannabis Tax Fund Grant Program
  - Plan, schedule and coordinate the various training sessions and business community outreach
  - Initiate contract with Phlebotomist
- **Second Quarter:**
  - Initiate the various training sessions and business community outreach
  - The Traffic Group and Grants Section will initiate the purchasing process with the City of LA and CHP Cannabis Tax Grant Program guidelines.
  - Work with contracted Phlebotomist to support enforcement details
- **Third Quarter:**
  - Continue the various training sessions and business community outreach
  - Complete the purchasing process with the City of LA and CHP Cannabis Tax Grant Program guidelines.
  - Continue working with contracted Phlebotomist to support enforcement details

## Schedule A

- Fourth Quarter:
  - Continue the various training sessions and business community outreach
  - Complete the purchasing process with the City of LA and CHP Cannabis Tax Grant Program guidelines.
  - Continue working with contracted Phlebotomist to support enforcement details

### Proposed Timeline of Activities:

#### 1st Quarter

During the first quarter, the Department will conduct the following objectives:

- 1 – IDAP Course
- 1 – DRE Recertification Course
- 1 – Business Community Outreach Event
- 1 – High Visibility Enforcement Task Force
- 1 – Auditing Detail

#### 2nd Quarter

During the second quarter, the Department will conduct the following objectives:

- 1 – DRE Course
- 2 – DRE Field Certification Task Force
- 1 – IDAP Course
- 1 – ARIDE Course
- 1 – DRE Recertification Course
- 2 – Business Community Outreach Events
- 2 – High Visibility Enforcement Task Forces
- 2 – Auditing Details

#### 3rd Quarter

During the third quarter, the Department will conduct the following objectives:

- 1 – DRE Course
- 2 – DRE Field Certification Task Force
- 1 – IDAP Course
- 1 – ARIDE Course
- 1 – DRE Recertification Course
- 2 – Business Community Outreach Events
- 2 – High Visibility Enforcement Task Forces
- 2 – Auditing Details

#### 4th Quarter

During the fourth quarter, the Department will conduct the following objectives:

- 1 – DRE Recertification Course
- 1 – Business Community Outreach Event
- 1 – High Visibility Enforcement Task Forces
- 1 – Auditing Detail

## **Schedule A**

### **Project Performance Evaluation**

The LAPD will evaluate the proposed program in both qualitative and quantitative data to show project effectiveness and impact on the community.

#### **Phase 1 – Program Preparation**

1st Quarter of the Grant Cycle

- The Department will develop operational plans to implement the "best practice" strategies outlined in the objectives section
- Issue a press release announcing the grant kick-off by July 31, 2022

#### **Phase 2 - Program Operations**

Throughout Grant Year

- All training will be conducted from the second quarter throughout the remainder of the grant.
- All grant-related purchases will be made this quarter.
- The Department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

#### **Phase 3 – Data Collection & Reporting**

Throughout Grant Year

- The Department will collect and report data quarterly that supports the progress of goals and objectives.
- Statistical data relating to the grant goals and objectives will be collected, analyzed, and incorporated in the Quarterly Progress Reports (QPRs).
- The Department will compare actual grant accomplishments with the planned accomplishments and will include information concerning changes made by the Grant Director in planning and guiding the grant efforts.

#### **Phase 4 – Final Quarterly Progress Report**

##### **Within 60 Calendar Days following the Closure of the Grant**

Using the data compiled during the grant, the Department will complete a Closeout Review with the fourth/final QPR. The Closeout Review will provide a brief summary of the grant's accomplishments, challenges and significant activities. The narrative will address whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

#### **Auditing**

The Department will use auditing practices developed to prevent fraud and waste. A Fraud Prevention Audit form has been developed to be used by a Department supervisor who will audit the grant. The form provides the auditor with a specific and concise checklist of items to be inspected at each detail. Audits will be conducted on a periodic, but routine basis throughout the span of the grant.

## **Schedule A**

Grant fraud is a paramount concern of the Department. Spontaneous and unannounced audits of grant-funded details is a key strategy in preventing fraud. Historically, grant-related fraud has been discovered at other agencies when an employee request to be compensated with grant funded overtime when not present for the detail.

Department supervisors who are not involved in a scheduled grant-funded detail will arrive unannounced to verify the employees who are being compensated with grant overtime are present at said event. This is especially imperative at the beginning and ending of the detail to verify employees are not arriving late or departing early while being compensated with grant overtime funds.

### **Program Sustainability**

The grant augments and supplements existing programs within the Department. The funding provided through this grant improves the Department's DRE Program by providing funding to DRE Instructors to provide additional training, which will result in additional officers trained in SFST, ARIDE and DRE. Without the funding, the Department would continue to provide DRE-related training, but at a decreased rate.

### **Administrative Support**

This program has full support of the City. Every effort will be made to continue the activities after the grant conclusion.

### **Staffing Levels**

The Department currently has 9,494 sworn personnel with 298 DREs and 22 DRE Instructors. Due to the specialty nature of the grant, the majority of the overtime will be staffed by DREs or DRE Instructors.

### **Program and Fiscal Staff Qualifications**

The proposed program will be staffed with a program manager and a grants analyst. The Program Manager, Officer Donald Inman, is the Traffic Group's Grant Coordinator who, over the past 20 years, has managed 37 OTS grants worth approximately \$67 million. During this period, multiple State and internal audits have been performed to ensure proper grant management and no major discrepancies have been identified. An LAPD Grants Analyst will be assigned to the proposed program to submit all financial and progress reports as well as manage all grant administration duties.

The LAPD has been awarded and has successfully managed grants ranging from \$100,000 to \$16,000,000 from various local, state, and federal entities including CHP, OTS and DOJ. The LAPD Grants Section consists of a Grants Manager and six Grants Analysts to oversee and report on over 30 active grants.

## Schedule B

### Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
9628	Los Angeles Police Department	\$885,000.00

Cost Category	Line Item Name	Total Cost to Grant
Personnel	IDAP Course: SFST/ARIDE Training	\$84,645.00
	ARIDE Training	\$23,940.00
	DRE Training	\$112,860.00
	DRE Certification Task Forces	\$136,800.00
	DRE Recertification Training	\$11,400.00
	Community Outreach	\$13,680.00
	High Visibility Enforcement Task Forces	\$118,200.00
	Auditing	\$3,600.00
Category Sub-Total		\$505,125.00
Travel	California Narcotics Association Annual Training Institute and Law Enforcement Exposition (In-State Travel)	\$6,000.00
	International Association of Chiefs of Police Training Conference on Drugs, Alcohol, and Impaired Driving	\$6,000.00
Category Sub-Total		\$12,000.00
Equipment	Trailers	\$180,000.00
	Trucks	\$140,000.00
	Bathroom Trailer	\$17,875.00
Category Sub-Total		\$337,875.00
Consultants/Contracts	Phlebotomist	\$30,000.00
	Category Sub-Total	\$30,000.00
Grant Total		\$885,000.00

## Schedule B-1

### Budget Narrative

#### Personnel

**IDAP Course: SFST/ARIDE Training** \$84,645.00

\*For all of the personnel budget tables, the number of personnel, hours per shift, overtime rate and cost per course are based on averages and should not be construed as definitive quantities/costs per course.

297 instruction hours X \$95/hour = \$28,215 per course X 3 5-day courses = \$84,645

OR

Day 1: 6 instructors x 9 hours x \$95/hour = \$5,130;

Day 2: 8 instructors x 9 hours x \$95/hour = \$6,840;

Day 3: 6 instructors x 9 hours x \$95/hour = \$5,130;

Day 4: 8 instructors x 9 hours x \$95/hour = \$6,840;

Day 5: 5 instructors x 9 hours x \$95/hour = \$4,275;

\$28,215 Total Amount per course x 3 courses = \$84,645;

SFST/ARIDE/DRE Instruction – Overtime for grant funded instructor training conducted by appropriate Department personnel. All benefits for Department personnel is paid through their normal work salary. Zero benefits will be charged to the grant.

**ARIDE Training** \$23,940.00

126 instruction hours X \$95/hour = \$11,970 per course X 2 2-day courses = \$23,940

OR

Day 1: 8 instructors x 9 hours x \$95 per hour = \$6,840;

Day 2: 6 hours x 9 hours x \$95 per hour = \$5,130;

\$11,970 total cost per course x 2 courses = \$23,940.

SFST/ARIDE/DRE Instruction – Overtime for grant funded instructor training conducted by appropriate Department personnel. All benefits for Department personnel is paid through their normal work salary. Zero benefits will be charged to the grant.

**DRE Training** \$112,860.00

594 instruction hours X \$95/hour = \$56,430 per 10-day course X 2 courses = \$112,860

OR

Days 1-8: 6 instructors x 9 hours x \$95 per hour = \$5,130;

Days 9-10: 8 instructors x 9 hours x \$95 per hour = \$6,840;

\$56,430 total cost per course x 2 courses = \$112,860.

SFST/ARIDE/DRE Instruction – Overtime for grant funded instructor training conducted by appropriate Department personnel. All benefits for Department personnel is paid through their normal work salary. Zero benefits will be charged to the grant.

**DRE Certification Task Forces** \$136,800.00

360 instruction hours X \$95/hour = \$34,200 per 5-day course X 4 task forces = \$136,800

Days 1-5: 8 instructors x 9 hours x \$95 per hour = \$6,840

\$34,200 total cost per course x 4 courses = \$136,800

## **Schedule B-1**

### **Budget Narrative**

#### **DRE Recertification Training \$11,400.00**

30 instruction hours X \$95/hour = \$2,850 per 1-day course X 4 courses = \$11,400

OR

3 instructors per training day x 8 hours x \$95 = \$2,280  
\$2,280 per course x 4 courses = \$11,400

#### **Community Outreach \$13,680.00**

24 outreach hours X \$95/hour = \$2,280 per outreach event X 6 events = \$13,680

Or

3 personnel per outreach event x 8 hours x \$95 per hour = \$2,280;  
\$2,280 total cost per outreach event x 6 events = \$13,680.

Business Community Outreach – Overtime for grant funded experts conducted by appropriate Department personnel.

#### **High Visibility Enforcement Task Forces \$118,200.00**

6 task forces X \$19,700 per task force = \$118,200

Task Force Cost:

3 Supervisors x 10 hours x \$110 per hours = \$3,300  
16 Officers x 10 hours x \$95 per hour = \$15,200  
3 Detention Officers x 10 hours x \$50 per hour = \$1,200  
\$17,900 cost per task force.

High Visibility Enforcement Task Force – Overtime to staff the high visibility enforcement task forces with appropriate personnel. The majority of personnel assigned to the task forces will be officers trained as DREs.

The Department will conduct six high visibility enforcement task forces on identified dates (i.e. April 20th, commonly referred to as 420) and at events prone to the use of cannabis, such as cannabis conventions at the Los Angeles Convention Center, Banc of California Stadium, Shrine and concerts at the Los Angeles Coliseum and Crypto Center. The task forces will be staffed by three supervisors, 16 officers and three detention officers. Officers assigned to the task force will be paired together and will focus efforts on apprehending drivers who are DUI/DUID. Apprehended drivers will be transported to the command post where the appropriate chemical tests will be administered, and arrested drivers will be booked at one of the Department's detention facilities. The three supervisors will consist of one officer in charge of the task force and two field supervisors. The officer in charge has ultimate control of the task force and has final say in all operations related to the task force. The two field supervisors will monitor the officers in the field and will address all risk management issues that might arise. The supervision meets the Department standard for span and control of the task force.

The officers assigned to the task force will be paired together to work as a team on either motorcycles or in a marked police vehicle. The officers will be directed to patrol a defined area to located drivers under the influence of alcohol, drugs, or combination of the the two. Arrested suspects will be transported to the command post trailer where they will perform the required tests, be afforded the opportunity to give the required chemical test, processed and transported to a Department jail to be booked.

## **Schedule B-1**

### **Budget Narrative**

Detention officers assigned to the task force will be stationed at the Department jail facility in close proximity of the command post. The detention officers will receive the suspects transported from the command post. Once in the jail facility, the detention officers will be responsible for the suspects to ensure they receive medical treatment (if needed), searched, fingerprinted, processed and housed.

**Auditing** \$3,600.00

6 auditing hours X \$100/hour = \$600 per detail X 6 details = \$3,600.

Auditing— Overtime for grant funded auditing by appropriate Department personnel

#### **Travel**

**California Narcotics  
Association Annual Training  
Institute and Law Enforcement Exposition  
(In-State Travel)** \$6,000.00

In State Travel – Costs are requested for appropriate staff to attend the California Narcotics Association Annual Training Institute and Law Enforcement Exposition. All travel claimed will be at the State's approved rate. Per Diem may not be claimed for meals provided at the conference when registration fees are paid with grant funds.

The 58th Annual Training Institute and Law Enforcement Exposition will be held in Indian Wells, California from November 18 - 22, 2022. The CNOA will host over 1,700 attendees from local, state and federal agencies, along with out-of-state and international attendees. Over the four-day period, over 35 workshops will be offered covering various topics such as Evolving Drug Trends and Butane Hash-Oil Investigations and more. In addition to receiving the finest narcotics training available, attendees are also able to view new products relevant to the law enforcement community at our annual trade show. The information obtained at the conference will be used to update students in the Department's DRE re-certifications and to update existing curriculum. Department personnel attending the conference will be all be DRE instructors of various ranks (Police Officer to Lieutenant). Additionally, the Commanding Officer, Traffic Group, may attend.

Breakdown of Costs (Estimate) Per Employee for Five Employees:

- Registration - \$100
  - Lodging - \$720
  - Sustenance - \$380
  - Total - \$1,200
- \$1,200 x 5 = \$6,000

**International Association of  
Chiefs of Police Training  
Conference on Drugs,  
Alcohol, and Impaired  
Driving** \$6,000.00

Out-of-State – Costs are requested for appropriate staff to attend the International Association of Chiefs of Police Training Conference on Drugs, Alcohol, and Impaired Driving in San Antonio, Texas. All travel claimed will be at the State's approved rate. Per Diem may not be claimed for meals provided at the conference when registration fees are paid with grant funds.

The 2022 Impaired Driving and Traffic Safety Conference will be held in San Antonio, Texas, from August 21-23, 2022. Attendance is open to IACP DRE Section members, who support traffic safety efforts, including certified Drug Recognition agencies which receive funding for the Drug Evaluation and Classification program. Instruction include training by physicians who provide expertise in support of the prosecution of impaired drivers,



## **Schedule B-1**

### **Budget Narrative**

and toxicologists provide expertise in the prosecution of impaired drivers. This material obtained at the conference by the attendees is used to update Department personnel on current DUI laws and DUI enforcement. Additionally, the information is disseminated to local DUI prosecutors. Department personnel attending the conference will be all be DRE instructors of various ranks (Police Officer to Lieutenant). Additionally, the Commanding Officer, Traffic Group, may attend.

Breakdown of Costs (Estimate) Per Employee for Five Employees:

- Registration - \$100
- Lodging - \$450
- Sustenance - \$225
- Airfare - \$425
- Total - \$1,200

$\$1,200 \times 5 = \$6,000$

### **Equipment**

**Trailers** \$180,000.00

DRE Trailers – Two cargo style trailers will be purchased to assist the Department in achieving the grant's objectives. Both trailers will be capable of providing a secluded and stable platform to conduct DUI/DUID examinations. The trailers will also serve as command posts for the various task forces funded by the grant. One trailer will be used to support the instruction provided by the DRE Unit and the other trailer will be used to support the high visibility enforcement task forces. The enforcement trailer will also be used at DUI checkpoints to provide a DRE examination room for personnel assigned to the checkpoint. The trailers will be added to the Department's fleet and will be serviced, maintained and repaired by LAPD's Motor Transport Division (MTD).

The cargo style trailers will act as a command post and testing site at the grant-funded DRE Certification and High Visibility Enforcement Task Forces, and serving the same purpose at other Department coordinated DUI enforcement activities. The trailers will provide a controlled environment where DRE evaluations will be conducted, blood withdraws will be performed and suspects will be prepared to be processed at a Department jail.

The cost (\$90,000 per trailer) will include the following:

- 20-30 Foot Long
- 8-8.5 Foot Wide
- 6.5-7 Foot Tall
- Tandem Wheel, Dual Axle
- 3-4 Foot Wide Side Access Door
- LED Interior/Exterior Lights
- Electric Brakes
- Hydraulic Self-Leveling
- Radial Tires
- 1-Piece Aluminum Roof
- Built-In Onan Generator
- Interior Cabinets
- Awning
- Bathroom
- Air Conditioning
- Trailer Wrap
- Title and Licensing
- Tax

## **Schedule B-1**

### **Budget Narrative**

#### **Trucks** **\$140,000.00**

Trucks – Two pick-up style trucks will be used to transport the two DRE trailers. The trucks will only be used to support DUI and DUID education and enforcement efforts. The trucks will be added to the Department's fleet and will be serviced, maintained and repaired by MTD.

The pick-up style trucks will primarily be used to tow the two trailers purchase through the grant, and to support any other Department coordinated DUI enforcement activities.

The cost (\$70,000 per truck) will include the following:

- One-Ton Pick-Up Truck
- Tow Package
- Towing Hitch Receiver
- Vehicle Wrap
- Police Light Bar and Emergency Strobes
- Police Radio
- Bed Liner
- Title and Licensing
- Tax

#### **Bathroom Trailer** **\$17,875.00**

Bathroom Trailer – One bathroom trailer will be used in conjunction with the DRE trailers to provide personal relief to Department personnel assigned in DUI and DUID education and enforcement events. The trailers will be added to the Department's fleet and will be serviced, maintained and repaired by MTD.

The trailer mounted, one-stall bathroom is essentially a restroom on wheels. It will be pulled to DRE and DUI-related events by a truck or other towing vehicle and will be deployed at DRE Certification and High Visibility Enforcement Task Forces. The enclosed restroom includes a toilet and sink with running water. The bathroom will be made accessible to officers and suspects alike.

DRE Certification and High Visibility Enforcement Task Forces are conducted throughout the City and access to restrooms is often limited. Suspects arrested for driving under the influence of alcohol after consuming a large quantity of alcohol often need to relieve themselves. Having a restroom located at the command post provides suspects the capability of urinating in the portable bathroom, which typically results in a more cooperative suspect.

Since the trailer will become a part of the Department's fleet of vehicles, MTD will maintain and service the trailer.

Breakdown of Costs (Estimate):

- Bathroom Trailer - \$16,000
- Registration - \$375
- Sales Tax - \$1,500

#### **Consultants/Contracts**

##### **Phlebotomist** **\$30,000.00**

Phlebotomist – A phlebotomy service provider will be contracted to draw and collect blood samples from suspected DUID drivers arrested during DRE certification and enforcement task forces.

A phlebotomist will be present at the DRE Certification and High Visibility Enforcement Task Forces to perform blood withdraws from suspects arrested for being under the influence of alcohol, drugs or a combination of the two. The timely evidentiary blood withdraws are crucial for criminal convictions.

The standard practice for personnel who have a suspect arrested in need of a blood withdraw is to obtain it at one of the Department three primary jails where medical dispensaries area present. Due to the routine demands on the medical staff at the dispensaries, over an hour may elapse while waiting to obtain a blood sample. Since many drugs dissipate quickly in the bloodstream, such as marijuana, the time elapse between completing a DRE examination and obtaining the blood sample is imperative.

## **Schedule B-1**

### **Budget Narrative**

The contracted phlebotomists will be present at the command post (trailer) of the task forces. Upon completing the DRE examination, the blood withdraw performed by the phlebotomist will typically occur within minutes. The presence of the phlebotomist is a crucial factor in obtaining criminal prosecutions of suspects arrested at the task forces.

A phlebotomist be used at all task forces, regardless if it is grant-funded. Phlebotomists typically work between five to eight hours each day of the task force. 460 phlebotomy hours X \$65 per hour = \$29,965 (rounded to \$30,000).