

1. GRANT TITLE CHP Cannabis Tax Fund Law Enforcement Grant FY2021/2022	
2. NAME OF AGENCY County of El Dorado	4. PERFORMANCE PERIOD From: 07/01/2021 To: 06/30/2022
3. AGENCY SECTION TO ADMINISTER GRANT County of El Dorado District Attorney's Office	
5. OPPORTUNITY INFORMATION DESCRIPTION Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, improve agency's effectiveness through training and development of new strategies.	
6. FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED: \$ 192,500.00	
<p>7. TERMS AND CONDITIONS: The Grantee agrees to complete the Project as described in the Project Description. The Grantee's Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27 are hereby incorporated into this agreement by reference.</p> <p>The parties hereto agree to comply with the terms and conditions of the following attachments:</p> <ul style="list-style-type: none"> • Schedule A - Project Description, Problem Statement, Goals and Objectives and Method of Procedure; • Schedule B - Detailed Budget Estimate; and • Schedule B-1 - Budget Narrative. <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
8. APPROVAL SIGNATURES	
<p>A. AUTHORIZED OFFICIAL OF AGENCY</p> <p>Name: Vern Pierson Phone: 530-621-5309 Title: District Attorney</p> <p>Address: 778 Pacific Street Placerville, CA 95667</p> <p>E-Mail: vern.pierson@edcgov.us</p> <p>_____</p> <p style="text-align: center;"><i>(Signature)</i> <i>(Date)</i></p>	<p>B. AUTHORIZED OFFICIAL CHP</p> <p>Name: Kevin Davis Phone: (916) 843-4360 Title: Chief Fax: (916) 322-3169</p> <p>Address: 601 North 7th Street, Sacramento, CA 95811</p> <p>E-Mail: KMDavis@chp.ca.gov</p> <p>_____</p> <p style="text-align: center;"><i>(Signature)</i> <i>(Date)</i></p>
<p>C. ACCOUNTING OFFICER OF CHP</p> <p>Name: C. M. Jones Phone: (916) 843-3531 Title: Commander Fax: (916) 322-3159</p> <p>Address: 601 North 7th Street, Sacramento, CA 95811</p> <p>E-Mail: catrina.jones@chp.ca.gov</p> <p>_____</p> <p style="text-align: center;"><i>(Signature)</i> <i>(Date)</i></p>	<p>D. AUTHORIZED FINANCIAL CONTACT TO RECEIVE PAYMENTS</p> <p>Name: Kerri Williams-Horn Address: 778 Pacific Street Placerville, CA 95667</p>
9. PURCHASE ORDER NUMBER	

TERMS AND CONDITIONS

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

A. EXECUTION

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

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Agreement on a quarterly basis, or as requested by the State.
2. The Grantee shall provide the State with a final report showing all project expenditures, which includes all State and any other project funding expended, within 60 calendar days after completion of this Agreement.
3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.

TERMS AND CONDITIONS

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.

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

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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.

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.)

TERMS AND CONDITIONS

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.

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

TERMS AND CONDITIONS

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.

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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.

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

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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 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.

TERMS AND CONDITIONS

8. If Grantee violates any provisions of 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

County of El Dorado

Law Enforcement FY 2021/2022

Project Description

Outreach-The El Dorado County District Attorney's Office is requesting funding to support (1) FTE District Attorney Investigator (DAI) who will be dedicated to completing the objectives as outlined under this program. The DAI will have a unique opportunity to address the dangers of impaired driving with school-age children as well as adults. The District Attorney's Office has partnered with the elementary schools in the county to provide an overview of the judicial system to 6th graders. Part of the program discusses impaired driving and the DAI would be able to elaborate on this portion of the curriculum to illustrate to the children the dangers of driving under the influence of drugs and strategies to avoid getting in a vehicle with an impaired driver. The El Dorado County District Attorney's Office will participate in Every 15 Minutes Program which would allow the funded investigator to address the lifelong consequences suffered by teen drivers who choose to drive under the influence of drugs. The El Dorado County District Attorney's Office maintains a booth annually at the El Dorado County Fair that routinely gets an average of 300 visitors a day over the weekend. The El Dorado County District Attorney's Office has an active social media presence and can use that platform to address the dangers of impaired driving and educate the public on the signs of an impaired driver.

Training: Quarterly training sessions will be provided to local law enforcement agencies to discuss best practices on follow-up investigations for successful resolutions of DUI-D cases. The funded Investigator would receive assistance from the Vertical Prosecutor in providing the training to increase the expertise of officers.

Enforcement Activities: The SFST and ARIDE trained Investigator will attend quarterly checkpoints to assist with enforcement activities and educate the public on the ramifications of DUI-D arrests and convictions. The funded Investigator would work closely with the OTS-funded Vertical Prosecutor on fatal DUI cases to obtain a conviction of the offender.

Problem Statement

El Dorado County is a major tourist destination that provides a route to Lake Tahoe and other popular tourist destinations in Nevada, such as the casinos right over the state line. El Dorado also has its own casino that attracts many visitors from the Sacramento region and Bay Area. El Dorado County is an area full of winding foothills and mountainous roads. The primary thoroughfare is Highway 50, which ranges from two to four lanes, is heavily traveled, and runs through the center of El Dorado County. Drivers who are under the influence of drugs present a significant and verifiable danger to other motorists and pedestrians in El Dorado County. The legalization of marijuana has exacerbated the DUI problem. For this reason, we need to commit additional resources to combat this increasing problem. For reference, The El Dorado County District Attorney's Office reviewed 148 cases involving drug-impaired driving. Of those 148 cases, 74 cases were filed in court. Out of the 6 impaired driving fatal collisions in El Dorado County in 2018, 50% of them were drug-related.

In 2019, El Dorado County District Attorney's Office reviewed 127 drug-impaired driving cases and filed charges in 23 of the cases. Again in 2019 as in 2018, 50% of the impaired driving fatal collisions were drug-related. In 2020, the El Dorado County District Attorney's Office reviewed 40 drug-impaired cases and filed charges in 13 cases. The low numbers in 2020 can be attributed to the lockdown orders issued in response to the COVID-19 pandemic. The statistics also highlight the need for sufficient training of officers making the drug-impaired driving arrests so that the cases meet the filing standards in court.

California OTS stated that in 2018, 42% of all drivers killed in motor vehicle crashes that were tested, had legal and/or illegal drugs in their system. El Dorado County was ranked 48th out of 58 counties for fatal and injury collisions by OTS in 2018. A funded district attorney investigator would assist the OTS-funded Vertical Prosecutor to improve the prosecution of drug-impaired driving cases. The El Dorado County District Attorney's Office receives referrals from three local law enforcement agencies along with two CHP offices. All of the necessary follow-ups on these cases are completed by one Investigator. The duties of the DAI for the DUI cases involve obtaining witnesses statements regarding events that occurred before the arrest or collision, reviewing toxicology results with the criminalists and testifying in court, managing the impounds of the involved vehicles, obtaining police reports from the arresting agency, writing search warrants for medical records, locating and contacting reporting parties who observed the impaired driving and reported it to law enforcement, taking statements from victims regarding their injuries and ongoing medical issues as well as the circumstances of the collisions.

Schedule A

County of El Dorado

Law Enforcement FY 2021/2022

Performance Measures

Rosters and agendas will be maintained for the training sessions. Completion certificates for all outside training attended by the Investigator will be submitted for review. Statistical data on the number of DUI-D referrals and prosecutions will be maintained. Agendas for educational presentations will also be maintained.

Proposed Solutions

By increasing law enforcement officer expertise in drug-impaired driving through training provided by the District Attorney's Office, there would be an increase in charges filed against the offenders. The officers would be better trained in the area of report writing to ensure the cases referred to the El Dorado County District Attorney's Office would meet the filing standard and lessen the amount of time and resources necessary to conduct follow-up. An increase in the number of arrests and cases filed for driving while impaired by drugs could serve as a deterrent to future and/or repeat offenders. Using the various outreach opportunities, the public would be made aware of the dangers and consequences of drug-impaired driving which would also serve as a deterrent. Educating the public on the indicators of impaired driving could lead to more reporting of incidents and the removal of dangerous drivers.

Method of Evaluation

Statistics will be reported on cases referred to the El Dorado County District Attorney's Office for DUI-D, the number of presentations participated in schools, the number of checkpoints attended, the number of attendees at the fair booth, and a description of the training sessions provided to local LE agencies. We hope to show a lesser amount of referrals of drug-impaired driving cases from local law enforcement agencies and more cases filed by the end of the grant year.

Program Sustainability

DUI-D cases are complex and are increasingly more common now with the legalization of marijuana. This increase has made it apparent that our office needs a dedicated investigator to work on these cases and provide guidance to other law enforcement agencies on the best practices for a successful resolution to the case. To properly investigate DUI-D collisions, the involved vehicles need to be inspected which incurs a cost. The impound fees for the retention of evidence places a cost burden on the District Attorney's Office, however, with the funding of this grant, the El Dorado County District Attorney's Office will be able to commit a dedicated investigator to thoroughly and efficiently investigate the increasing DUI-D cases which would result in safer roads for the citizenry and lessen the amount of time a vehicle is in impound.

Administrative Support

The implementation of the CHP Cannabis grant will require one investigator to be assigned full-time to the grant in order to meet the objectives and one fiscal staff member to manage the financial aspects of the grant. The assigned investigator will need to be proficient in SFST and ARIDE training in order to conduct the follow-up assignments, present training to other officers and district attorneys, and the public. The assigned investigator will work closely with the local CHP officers at checkpoints and training sessions. The assigned investigator will also attend approved training to learn new skills and maintain subject matter expertise in the area of drug-impaired driving investigations. As needed education materials such as brochures, pamphlets, and training materials will be acquired and absorbed by the agency. Fiscal staff routinely monitor, and conduct grant related financial activities and ensure any billable program expenses are in accordance with grant regulations.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
3691	County of El Dorado	\$192,500.00

Cost Category	Line Item Name	Total Cost to Grant
Indirect	10% Indirect	\$17,500.00
Category Sub-Total		\$17,500.00
Personnel	District Attorney Investigator Benefits	\$28,412.00
	District Attorney Investigator Salaries	\$146,588.00
Category Sub-Total		\$175,000.00

Grant Total	\$192,500.00
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Schedule B-1

Budget Narrative

County of El Dorado

Law Enforcement FY 2021/2022

Indirect

10% Indirect \$17,500.00

The 10% indirect rate supports administrative/overhead costs associated with the Law Enforcement DUI program within the El Dorado County District Attorney's Office that cannot be directly assigned to specific project activity. Administrative/overhead costs include but are not limited to: Fiscal staff cost overseeing/facilitating/managing the financial aspect of the program, office utilities cost (i.e. PG&E, telephone/internet services), as-needed program supplies cost, and retirement overhead costs. Administrative/overhead costs are absorbed by the County's General Fund.

Personnel

District Attorney Investigator \$28,412.00
Benefits

Total DAI Benefits Budget = \$28,412 (19.38% of salary)

Benefits include:

17.84% CalPers

1.45% Medicare

.25% LTD (max \$122)

District Attorney Investigator \$146,588.00
Salaries

This personnel budget line includes the cost of salaries for (1) FTE District Attorney Investigator as follows: DAI Salaries = \$70.47/hr x 2080hrs = \$146,588.

The District Attorney Investigator (DAI) will support Law Enforcement objectives pertaining to, but not limited to, assisting with current and establishing new educational outreach programs, conducting training sessions with local agencies on best investigative practices for DUI and DUI-D cases, and increased participation in local DUI checkpoints. The assigned DAI will support grant objectives on a full-time, 100% allocation basis.

The DAI will be the liaison between the Deputy District Attorneys and agencies submitting arrest reports. The DAI will work to monitor cases submitted by agencies up to the filing standard in the court. After obtaining the necessary training and experience, this Investigator will also be able to testify as an expert in DUID cases.

Together, the assigned DAI and Deputy District Attorneys, who file the DUID cases, will identify weaknesses in the cases submitted by outside agencies and determine the best practices to get those cases filed and resolved. These practices will be taught to the patrol officers during quarterly trainings.

The current OTS grant for our office specifically deals with the prosecution of DUI/DUID felonies. Our office handles many more misdemeanor DUI/DUID cases which require immense follow-up on the part of the district attorney investigator. These cases are not always filed due to lack of sufficient evidence. With this grant, the District Attorney's office will consist of a well-trained investigator to act as a liaison to ensure proper and thorough investigations as well as public outreach and education to alert our citizens to the dangers of impaired driving.

Through training, public outreach and education, the DAI will work to increase the number of DUID cases filed and, as a result, prosecuted by 5%. The increased number of filed cases would lead to less repeat offenders and remove more dangerous drivers from the roads.