

Purchasing and Contracting Department
Sole Source Request and Certification Form



To: Director of Purchasing and Contracting
Cc: Chief, San Diego Police Department

From: Kyle Meaux, Administrative Services Director, Police Department

Date: February 8, 2022

In alignment with the guidance provided in the San Diego Municipal Code section 22.3016, the Purchasing Agent (Director of Purchasing and Contracting) must certify that the award of a sole source contract is necessary by memorializing in writing why strict compliance with a competitive process would be unavailing or would not produce an advantage, and why soliciting bids or proposals would therefore be undesirable, impractical, or impossible.

For consideration, this form must be completed and all required accompanying information must be submitted together, including any related contracts. Failure to do so will result in a delay of approval of the request.

Describe commodity or service(s) to be purchased. Include vendor contact information.

The Police Department has been awarded a grant by the California Highway Patrol which includes the purchase of Intoxilyzer 9000 Units.

Per Justification item 1.b.i "the good has no competitive product or alternative on the market." CMI, Inc. located in Owensboro, Kentucky, is the sole manufacturer and distributor of the Intoxilyzer 9000 breath alcohol testing instruments, options and spare replacement parts for law enforcement use in the United States. Please refer to the attached Supporting Documentation for additional justification information.

CMI, Inc.
316 East Ninth Street
Owensboro, KY 42303

Point of Contact:
Pamela J. Hagan, Technical Sales Manager
(270) 685-6294
pjhagan@alcoholtest.com

Justification

1. This product or service is available from only one supplier and meets at least one of the following criteria (please check all that are applicable):

- One-of-a-kind/Compatibility*
- a. Required by Warranty: the product matches existing equipment, infrastructure and is required by warranty. **(A letter from the provider which supports this claim must be provided.)**
- b. Goods and Services:
- i. the good has no competitive product or alternative on the market.
- ii. the service requires a special skill, ability, or expertise linked to the current project that cannot be provided by another supplier.

(Documentation in support of either of the above claims must be provided by the requesting department.)

City Standards The product or service complies with established, existing City standards.

Replacement The product or service is the only compatible replacement component that supports a larger system. Or, the services are the only ones that can replace the existing service requirements.

2. Do any of the following situations exist?

Limited Competition Department made an attempt to find a second or multiple sources to no avail.

Emergency There is an urgent need for the item or service and time does not permit the City to solicit for competitive bids, as in the cases of emergencies as defined under SDMC section 22.3208,. (Delays in solicitation do not satisfy this criteria)

Cost/Market Analysis

Purchasing and Contracting will perform due diligence on each request. If Purchasing and Contracting can find a suitable, cost effective alternative, this request will be denied and that alternative will be pursued after your department has been contacted to discuss the revised determination.

This form does not take the place of an agreement and all sole source requests for a period of one year or longer will require the **submission of an agreement**. The requesting department must submit a purchase requisition and a copy of this certification to Purchasing and Contracting for a Purchase Order to be issued.

PCO Due Diligence (PCO to initial all that apply)

- ___ Proof of warranty or maintenance requirement for standardized and replacement items confirmed.
- ___ Vendor/Supplier confirmed submission of justification letter.
- ___ Market test confirmed that there is no advantage to the City in competing this contracting opportunity to multiple vendors.
- ___ Emergency verified with the department.
- Pricing agreement has been reviewed.
- Purchasing and Contracting has reviewed this request and affirms that this request for a sole source justification is appropriate.

This sole source is approved for:

- One (1) year from the signature date below. *Until 6/30/22*
- For the entire length of the contract, but not more than five (5) years.

The length of the contract must be consistent with the sole source approval. A sole source request must be submitted and approved by the Purchasing and Contracting Director prior to the award of each new contract and prior to each extension of an existing contract that was not contemplated in the initial contract term.

___ After reviewing the provided information and due diligence, I cannot recommend the approval of this request.

Purchasing and Contracting Director Review

I certify that strict compliance with a competitive process would be unavailing or would not produce an advantage, and that soliciting bids or proposals would be therefore undesirable, impracticable or impossible. My approval is contingent on the information provided in this form.

- In accordance with SDMC §22.3016, this request is approved.
- Based on the information provided and due diligence recommendation of staff, this request is denied.

CAbarca

Claudia C. Abarca, Director, Purchasing and Contracting

April 7, 2022

Date



THE CITY OF SAN DIEGO

M E M O R A N D U M

DATE: February 8, 2022
TO: Claudia Abarca, Director, Purchasing and Contracting
FROM: Kyle Meaux, Administrative Services Manager, Police Department
SUBJECT: Request for Sole Source Approval – CMI, Inc. Intoxilyzer 9000

A handwritten signature in blue ink, likely belonging to Kyle Meaux, the Administrative Services Manager mentioned in the 'FROM' field.

Request review of Sole Source Request and Certification Form for approval by Purchasing and Contracting Director for CMI, Inc. Intoxilyzer 9000.

Sole Source Information:

- a. Award Amount
\$30,687.74
- b. Sole Source Period
1 year
- c. The Police Department has been awarded a grant by the California Highway Patrol which includes the purchase of Intoxilyzer 9000 units and supplies.
- d. Please contact Sergeant Gregory Minter, at 858-495-7821 or gminter@pd.sandiego.gov if you have any questions.

KM/GM


Attachments: 1. Sole Source Request and Certification Form

<p>Country Builders, Inc. Weldon Offill, individually 5915 Graham Ct. Livermore, CA 94550 CSB # 699574 Exp. 11/30/12 (active)</p>	<p>3/1/11 through 2/28/14 Decision SC 5053 Addendum SC 5053</p>
<p>Sutter Foam & Coating, Inc. 909 A. George Washington Yuba City, CA 95993 CSB # 732014 Exp. 1/31/09 (inactive)</p> <p>David Alvin Trexler, an individual 909 A. George Washington Yuba City, CA 95993</p> <p>Kenneth A. Trexler, an individual 2603 Lago Lane Marysville, CA 95901</p>	<p>7/1/10 through 6/30/13 Decision SAC 5012</p>
<p>Soo Dong Kim, an individual, dba Soo Kim Electric Company 16224 Ridgeview Lane La Mirada, CA 90638 CSB # 568103 Exp. 8/1/09 (inactive)</p> <p>Hyo Nam Jung, an individual, dba Lucid Electric 18621 Well Street Rowland Heights, CA 91748 CSB # 914692 Exp. 4/3/10</p>	<p>4/19/10 through 4/18/13 Decision SAC 1064</p>
<p>Southwest Grading, dba Southwest Grading Services, Inc., 22031 Waite Street Wildomar, CA 92595</p> <p>David Walter Cholewinski, an individual 22031 Waite Street Wildomar, A 92595 29970 Technology Drive, Ste. 205 Murrieta, CA 92563 CSB #840416 Exp. 6/30/10</p>	<p>3/18/10 through 3/17/13 Decision SAC 1058</p>
<p>S.J. Cimino Electric, Inc., a California corporation, 3267 Dutton Ave. Santa Rosa, CA 95404 Salvatore Joseph Cimino, RMO, CEO and President of S.J. Cimino Electric, Inc. and sole owner of S.J. Cimino Electric, an individual 5825 Heights Rd. Santa Rosa, CA 95401 CSB #343802 Exp. 2/28/10 CSB #294141 Exp. 9/30/13 (inactive)</p>	<p>10/15/09 through 10/14/12 Decision SAC 1052</p>

<p>Nixon Electric Gordon Fulton Nixon, an individual 5624 Faust Ave. Woodland Hills, CA 91367 CSLB# 796802</p>	<p>8/1/14 through 7/31/17 Decision LB 4495</p>
<p>Neris General Contractors, a California Corporation Efren Neri, an individual Servando Neri, an individual Rebeca Neri, an individual Luis Abelardo Castro, an individual 6087 California Ave. Long Beach, CA 90805 CSLB# 797967</p>	<p>2/28/14 through 2/27/17 Decision LB 4511, LB4512 & LB4521</p>
<p>Southland Construction Reza Mohammedi, an individual 3943 Irvine Blvd., #405, Irvine, CA 92602 CSLB# 663784 (expired)</p>	<p>10/14/14 through 10/13/17 Decision SAC 5492</p>
<p>National Drywall Corporation, A Dissolved California Corporation 603 S. Milliken Avenue, Suite F Ontario, CA 91761 CSLB #834335</p> <p>Miguel Contreras, an Individual and Responsible Managing Officer/CEO/President</p> <p>Dora Maria Contreras, an Individual and Agent/Officer of the Corporation</p>	<p>8/4/14 through 8/3/17 Decision SAC 5506</p>
<p>Tadros & Youssef Construction, Inc. Kamel Shaker Tadros & Makram Youssef Youssef, Individually 1221 E 8th Street, Unit A, Upland, CA 91786 CSLB# 698182 (expired)</p>	<p>5/10/14 through 5/9/17 Decision SAC 5308</p>
<p>Serenity Fire Protection 417 S. Associated Road, Brea, CA 92821 CSLB# 902927</p>	<p>5/1/14 through 4/30/17 Decision LB 4202</p>
<p>Don Kelly Construction , Inc. Don Kelly, Individual and Lisa Kelly, Individual 171 Northview Ridge Lane, P.O. Box 10760, Bozeman, MT 59719</p>	<p>3/25/14 through 3/24/17 Decision LB 4484</p>

<p>Fast Demolition, Inc. 601-C East Palomar Street #123 Chula Vista, CA 91911 CSLB Number: #792729</p> <p>Rogelio Medina Vazquez., an individual and in his capacity as Responsible Managing Officer of FAST DEMOLITION, INC.</p>	<p>4/1/44 through 3/31/47 Decision LB5742</p> <p>4/1/41 through 3/31/44 Decision LB5665</p> <p>4/1/36 through 3/31/39 Decision LB5740</p> <p>4/1/33 through 3/31/37 Decision LB5651</p> <p>4/1/33 through 3/31/37 Decision LB5739</p> <p>4/1/24 through 3/31/27 Decision LB5741</p> <p>4/1/30 through 3/31/33 Decision LB5743</p> <p>4/1/27 through 3/31/30 Decision LB5666</p> <p>4/1/21 through 3/31/24 Decision LB5667</p> <p>4/1/18 through 3/31/21 Decision LB5668</p> <p>4/01/15 through 3/31/18 Decision LB5345</p>
<p>Amerivet Plumbing, Inc.; Walter Edward Jacob Kuhlmann III, Individually And dba Amerivet Plumbing Services CSLB Number: #969048 and #919761</p>	<p>8/6/15 through 8/5/18 Decision SC 5756</p>
<p>Ultimate Inc., And, Enrique Vera, an Individual PO Box 571117 Tarzana, CA 91356-1117 CSLB Number: #949229</p>	<p>12/1/15 through 11/30/18 Decision LB 5655 & LBS659</p>
<p>Travioli Construction, Inc. PO Box 231 Visalia, CA 93274 CSLB Number: #936832</p>	<p>9/11/15 through 3/10/17 Decision SC 5800</p>
<p>Integrity Sheet Metal, Inc. 319 McArthur Way Upland, CA 91786 CSLB #726770</p> <p>William Ben Hicks, an individual; Margaret Mary Hicks, an individual</p>	<p>2/01/15 through 1/31/18 Decision LB 5596</p>

<p>Worthington Construction, Inc.; Dale Worthington, an individual and CEO/RMO of Worthington Construction, Inc.; and, Holi Jeanne Worthington, an individual and Officer of Worthington Construction</p> <p>CSLB Number: 714836</p>	<p>6/15/2018 through 9/16/2019 Decision LB 5267</p>
<p>RMV Construction, Inc., A California Corporation; and Robert Michael Vasil II a.k.a. Robert Michael Vasil a.k.a. Mike Vasil, an Individual and CEO/RMO President of RMV Construction, Inc.</p> <p>CSLB Number: 892389</p>	<p>4/1/2017 through 8/18/2018 Decision LB 5266</p>
<p>Gewargis Youkhanis Narso, an individual dba GEHVAC and Technologies, a sole proprietorship, And GEHVAC Co., a sole proprietorship</p> <p>CSLB Number: 899312 and 1013848</p>	<p>2/1/2017 through 1/31/2020 Decision 40-48480-516</p>
<p>Joseph Brothers Enterprise, Inc.; Ken Joseph Individually and as CEO</p> <p>CSLB Number: 849169</p>	<p>4/3/2018 through 10/3/2019 Decision SC 6390</p>
<p>Dave Cook Concrete Construction, Inc., and David William Cook 34231 Camino Capistrano #102 Capistrano Beach, CA 92624-1189</p> <p>CSLB Number: 461897</p>	<p>3/1/2017 through 2/29/2020 Decision LB 6207</p>
<p>Bannaoun Engineers Constructors Corporation; Omar Malooof, An Individual P.O. Box 16599 Beverly Hills, CA 90209-2599</p> <p>CSLB Number: 827829</p>	<p>05/12/17 through 05/11/20 Decision SC 5517</p>
<p>Evans Roofing Co., Inc. 2020 South Yale Street Santa Ana, CA 92706</p> <p>CSLB Number: 610549</p>	<p>10/31/16 through 10/30/19 Decision LB 6270</p>

1. GRANT TITLE CHP Cannabis Tax Fund Law Enforcement Grant FY2021/2022	
2. NAME OF AGENCY San Diego Police Department	4. PERFORMANCE PERIOD From: 07/01/2021 To: 06/30/2022
3. AGENCY SECTION TO ADMINISTER GRANT Police Department/Traffic Division	
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: \$ 882,405.75	
7. TERMS AND CONDITIONS: The Grantee agrees to complete the Project as described in the Project Description. The Grantee's Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27 are hereby incorporated into this agreement by reference. The parties hereto agree to comply with the terms and conditions of the following attachments: <ul style="list-style-type: none"> • Schedule A - Project Description, Problem Statement, Goals and Objectives and Method of Procedure; • Schedule B - Detailed Budget Estimate; and • Schedule B-1 - Budget Narrative. 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.	
8. APPROVAL SIGNATURES	
A. AUTHORIZED OFFICIAL OF AGENCY Name: David Nisleit Phone: 619-531-2739 Title: Chief of Police Address: 1401 Broadway, San Diego, CA 92101 E-Mail: SDPDPoliceChief@pd.sandiego.gov <div style="text-align: center;">  _____ (Signature) </div> <div style="text-align: center;"> 12/21/21 _____ (Date) </div>	B. AUTHORIZED OFFICIAL CHP Name: Kevin Davis Phone: (916) 843-4360 Title: Chief Fax: (916) 322-3169 Address: 601 North 7th Street, Sacramento, CA 95811 E-Mail: KMDavis@chp.ca.gov <div style="text-align: center;"> _____ (Signature) </div> <div style="text-align: center;"> _____ (Date) </div>
C. ACCOUNTING OFFICER OF CHP Name: C. M. Jones Phone: (916) 843-3531 Title: Commander Fax: (916) 322-3159 Address: 601 North 7th Street, Sacramento, CA 95811 E-Mail: catrina.jones@chp.ca.gov <div style="text-align: center;"> _____ (Signature) </div> <div style="text-align: center;"> _____ (Date) </div>	D. AUTHORIZED FINANCIAL CONTACT TO RECEIVE PAYMENTS Name: Jose Romo Jr. Address: 1401 Broadway, San Diego, CA 92101 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.)

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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

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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.

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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.

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Project Description

The San Diego Police Department (SDPD) serves a population of over 1.4 million people. The CHP Cannabis Tax Fund Grant Program would assist the SDPD in protecting the drivers and pedestrians on our roadways. The grant would be used to fund DUI/DUID saturation patrols, allow our officers to be trained in SFST, ARIDE, and DRE, and would enable our department to develop additional educational presentations and outreach specifically related to prevention of DUI/DUID drivers.

Problem Statement

San Diego continues to see a large number of DUI related vehicle collisions, as well as DUI arrests. In calendar year 2020, the City of San Diego had 444 DUI collisions. The San Diego Police Department made 1782 DUI related arrests. On average, the San Diego Police Department makes almost 5 DUI arrests per day.

According to the County of San Diego District Attorney, fatal DUI collisions in San Diego have increased, despite the reduced number of vehicles on the road due to COVID-19 (<https://www.kpbs.org/news/2020/nov/13/fatal-dui-crashes-san-diego-county-fewer-drivers/>).

The number of drugged driving arrests in the City of San Diego has increased dramatically. The number of DUI drug arrests by the San Diego Police Department increased from 198 in 2019 to 298 in 2020, which represents an increase of almost 50%.

Performance Measures

Through DUI/DUID enforcement, community outreach and specialized training, the San Diego Police Department will work to reduce DUI/DUID crashes by 5% during this grant period. In order to achieve this goal, the San Diego Police Department will complete the following:

Goal One - Enforcement: The San Diego Police Department will conduct an average of 2 Driving Under the Influence Saturation Patrols per week in the City of San Diego. These patrols will have an emphasis on drugged drivers and will focus on areas historically impacted by DUID drivers. Each detail will consist of 1 sergeant and up to 4 officers, for a shift of generally 9 hours (enforcement time and time to complete reports). The goal of these saturation patrols is to allow our officers to make more DUI arrests, which will lead to a greater DUI deterrence and fewer collisions, injuries and deaths. These saturation patrols will be funded by this CHP grant, and will be separate from any saturation patrols funded by the California Office of Traffic Safety (OTS).

Objective 1.A SDPD will conduct 26 DUI/DUID saturation patrols in quarter 1

Objective 1.B SDPD will conduct 26 DUI/DUID saturation patrols in quarter 2

Objective 1.C SDPD will conduct 26 DUI/DUID saturation patrols in quarter 3

Objective 1.D SDPD will conduct 26 DUI/DUID saturation patrols in quarter 4

Goal Two – Education and Outreach: The San Diego Police Department will conduct an average of 4 Public Awareness Outreach and Presentations regarding DUI-alcohol and DUI-drugs per month, as well as 1 Military Presentation per month. This outreach will include outreach at locations such as farmer's markets, marijuana themed events, sporting events and live entertainment events. Officers will interact with the public, answer questions related to DUI, and distribute DUI literature (flyers approved by CHP) to citizens. "Know Your Limits" details will be conducted at entertainment districts and venues which has historically shown a higher occurrence of DUI activity. The Know Your Limits program is intended to inform the public on how little it takes to reach the legal limit for blood alcohol content (BAC). SDPD will conduct 2 Know Your Limits details per month. The detail consists of 1 sergeant and 4 officers set up in areas where impaired driving has had a large impact (entertainment events, areas with a high density of bars). The officers interact with the public and educate them on the dangers of impaired driving. The officers offer the public a chance to take a "risk free" preliminary alcohol sensor (PAS) test, which would show their BAC. These details would be funded by this CHP grant, and would be kept separate from any similar details funded by California OTS. Our goal

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would be to conduct 2 other DUI drug public awareness outreach and presentations programs per month. These programs would take place at various public venues (sporting events, concerts, farmer's markets, etc.) and would consist of 1 sergeant and 1 officer. The San Diego Police Department has a long-standing relationship with the administration of local sporting complexes (Petco Park, Pechanga, SDSU) as well as local farmer's markets and street fairs. The presentations will focus on discussing the dangers of impaired driving, specifically related to drugged driving (cannabis and prescription medications). Due to the large presence of active duty and reserve military in the San Diego region, the SDPD would conduct an average of 1 educational presentation to military personnel per month. These presentations would be related to DUI and DUI drugs.

Objective 2.A SDPD will conduct 6 Know Your Limits details, 6 other Public Awareness Outreach and Presentations and 3 Military Presentations during quarter 1.

Objective 2.B SDPD will conduct 6 Know Your Limits details, 6 other Public Awareness Outreach and Presentations and 3 Military Presentations during quarter 2.

Objective 2.C SDPD will conduct 6 Know Your Limits details, 6 other Public Awareness Outreach and Presentations and 3 Military Presentations during quarter 3.

Objective 2.D SDPD will conduct 6 Know Your Limits details, 6 other Public Awareness Outreach and Presentations and 3 Military Presentations during quarter 4.

Goal Three – Officer Training: The San Diego Police Department will utilize this grant to increase the number of officers trained in DUI detection, arrest, and processing. Our goal is to train 80 officers at Standardized Field Sobriety Test (SFST) Training, 15 officers at Advanced Roadside Impaired Driving Enforcement (ARIDE) Training and 5 officers at Drug Recognition Evaluator (DRE) Training.

Objective 3.A 20 officers will be trained in SFST during quarter 1. An average of 3.75 officers will be trained in ARIDE during quarter 1. An average of 1.25 officers will be trained in DRE during quarter 1.

Objective 3.B 20 officers will be trained in SFST during quarter 2. An average of 3.75 officers will be trained in ARIDE during quarter 2. An average of 1.25 officers will be trained in DRE during quarter 2.

Objective 3.C 20 officers will be trained in SFST during quarter 3. An average of 3.75 officers will be trained in ARIDE during quarter 3. An average of 1.25 officers will be trained in DRE during quarter 3.

Objective 3.D 20 officers will be trained in SFST during quarter 4. An average of 3.75 officers will be trained in ARIDE during quarter 4. An average of 1.25 officers will be trained in DRE during quarter 4.

These goals will be augmented by allowing the San Diego Police Department to send personnel to national conferences/training on impaired driving, including the IACP Drugs, Alcohol & Impaired Driving Conference in August 2021, as well as the Lifesavers National Conference on Highway Safety Priorities in March 2022.

Proposed Solutions

The San Diego Police Department (SDPD) will use a blend of education, outreach, advanced training for our officers and specialized enforcement to reduce the number of DUI-related collisions in the City of San Diego.

We will conduct an average of 8 public outreach presentations regarding DUI driving per month. This outreach will include locations such as farmer's markets, marijuana themed events, sporting events and live entertainment events. The presentations will consist of uniformed sworn SDPD personnel interacting with community members and explaining and/or demonstrating the effects of impaired driving. SDPD personnel will provide CHP approved literature to interested parties. SDPD personnel will utilize products similar to "marijuana simulation goggles", which will allow members of the community to experience the distinct impairments and dangers resulting from driving under the influence of recreational marijuana/THC.

San Diego is home to the nation's largest concentration of military personnel, with over 100,000 active duty military

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personnel in our region. Our department has a proven track record of providing active duty personnel, in association with their service branch, with interactive education related to traffic safety and DUI. Funding from this grant will allow SDPD to provide this educational opportunity to our military community.

Police officers in San Diego receive minimal DUI/SFST training in the academy (approximately 8 hours). In the past, this training would be supplemented by field training with a department training officer. We have found, due to the increase in radio calls and reduced number of personnel, most officers are not receiving any additional DUI training outside of the academy. This grant will allow us to provide additional DUI training to our officers.

The department is in the process of creating our own POST compliant SFST training course. This will enable us to provide a 32-hour POST SFST course locally, which will result in more officers being trained at a reduced cost. This grant will be used to train department members as SFST instructors, as well as fund back fill for officers to attend the SFST training course.

The San Diego Police Department recognizes the importance of the CHP DRE program. This grant will fund additional DRE officer training, as well as DRE instructor training. We currently do not have any DRE instructors in the SDPD. Having DRE instructors will allow us to provide DRE recertification locally.

The San Diego Police Department will conduct driving under the influence saturation patrols, with an emphasis on drugged drivers. These patrols will focus on areas that historically are most impacted by DUID drivers. DUI saturation patrols will allow our officers to make more DUI arrests, which will lead to a greater DUI deterrence and fewer collisions, injuries and deaths.

NHTSA supports the "Theory of General Deterrence" related to DUI driving. Essentially, Special Enforcement/Publicity -> Increased Public Awareness -> Increased Perceived Risk of Arrest -> Change in Drinking and Driving Behavior. In support of our saturation patrols, the SDPD will utilize general press releases and social media to advertise the presence of increased DUI drug saturation patrols in San Diego.

Method of Evaluation

The success of our project will be measured by a decrease in DUI related collisions, and as a result a decrease in injury and death.

The San Diego Police Department tracks the number of DUI related collisions and DUI arrests that occur in the City of San Diego (data collection). During this grant cycle, at the conclusion of each quarter, we will compare DUI collisions and arrests to the prior quarter and evaluate the effectiveness of the project (analysis). The department will modify scheduling and location of saturation patrols to reflect the changes in collision and arrest numbers and locations.

At the conclusion of the project, we will compare statistical data from the current year to the prior year to determine project effectiveness.

Program Sustainability

The San Diego Police Department will make every effort to continue funding the activities outlined in this grant, with either internal or future grant funded money. We continue to search for sources of funding, including private party (San Diego Police Foundation) and public funds (OTS and CHP grants).

Administrative Support

The San Diego Police Department Traffic Division's Grant Unit consists of one administrative sergeant and two officers. This unit provides full time administrative support for all traffic related grant funded activities. The police department provides physical office space, office supplies and patrol vehicles which will not be funded by this grant. The San Diego Police Department Grants Management Unit is a separate unit assigned to Administrative Services. The unit is made up of a Program Coordinator and two Associate Management Analysts. Together they have more than 10 years of experience in grants management. Grants Management Unit staff are also trained and certified on grants management by the US Department of Justice.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
3707	San Diego Police Department	\$882,405.75

Cost Category	Line Item Name	Total Cost to Grant
Equipment	Intoxilyzer 9000	\$24,000.00
Category Sub-Total		\$24,000.00
Other Direct Costs	Conference Fees	\$3,800.00
Category Sub-Total		\$3,800.00
Personnel	Benefits for overtime at 1.45%	\$11,901.75
	Overtime	\$551,736.00
	Back fill	\$269,074.00
Category Sub-Total		\$832,711.75
Travel	Travel for conferences	\$10,644.00
	Travel for ARIDE training	\$11,250.00
Category Sub-Total		\$21,894.00
Grant Total		\$882,405.75

Schedule B-1

Budget Narrative

San Diego Police Department

Law Enforcement FY 2021/2022

Equipment

Intoxilyzer 9000 \$24,000.00

3 Intoxilyzer 9000 machines. The San Diego Police Department serves a population of over 1.4 million people, spread out over 372 square miles. SDPD divides this geographic area up to 9 divisions. Currently the department has Intoxilyzer machines in place at only one station, in downtown San Diego. If an officer makes a DUI arrest, they are required to drive downtown to get a chemical breath test. From the northern most portion of San Diego, it takes 35 minutes (without traffic) to drive downtown for the chemical breath test. A driver's blood alcohol content dissipates rapidly. Purchasing these 3 machines would allow them to be placed at our 3 most outlying divisions. This would dramatically cut down on the time between traffic stop and receiving a chemical breath test, which can make the difference between arresting a DUI driver or not. The San Diego Police Department Crime Laboratory has approved of this purchase and will support/maintain the equipment.

Other Direct Costs

Conference Fees \$3,800.00

Conference fees for national/state DUI related conferences and training, including Lifesavers and the IACP Conference on Drugs, Alcohol, and Impaired Driving. All conference fees will be approved by CHP prior to attending. Examples of potential conferences: IACP Drugs, Alcohol & Impaired Driving Conference August 14-16, 2021 - \$675.00- 2 sergeants and 2 officers attending, total is \$2700. Lifesavers National Conference on Highway Safety Priorities March 13-15, 2022 - \$275/person- 2 sergeants and 2 officers attending, total is \$1100.

Personnel

Benefits for overtime at 1.45% \$11,901.75

Benefits for overtime costs at 1.45%

Overtime \$551,736.00

Sergeant OT rate: \$101.00

Officer OT rate: \$85.15

Driving Under the Influence Saturation Patrols: \$413,337.60

Know Your Limits Outreach: \$84,787.20

DUI Drug Public Awareness Outreach: \$35,740.80

Military Presentations: \$17,870.40

•Separate/break out salary and separate line items for each classification and for each activity. Please provide number of hours budgeted.

Driving Under the Influence Saturation Patrols

The San Diego Police Department will conduct an average of 2 Driving Under the Influence Saturation Patrols per week, for a total of 104 patrols, with an emphasis on drugged drivers. These patrols will focus on areas that historically are most impacted by DUID drivers. These saturation patrols will be funded by this CHP grant, and will be separate from any activities funded by the California Office of Traffic Safety (OTS).

Each detail will consist of 1 sergeant and up to 4 officers, for an average shift of 9 hours (enforcement and time to complete reports). The average estimated cost for each detail is \$3,974.40. The total cost would be \$413,337.60. Sergeant rate: \$101.00/hour Officer rate: \$85.15/hour. 9 hours per shift: \$3974.40 per shift.

Total hours for DUI Saturation Patrols: Sergeant: 936 hours. Officer: 3744 hours

Schedule B-1

Budget Narrative

San Diego Police Department

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Travel

Travel for ARIDE training \$11,250.00

ARIDE training may require travel/lodging within California. SDPD would send 15 officers to ARIDE training. Travel/lodging would total \$11,250.00. This is based on an estimated cost for travel/lodging for a 2-day course in California to be \$750 (using Los Angeles County for per-diem). These per-diem/hotel/mileage rates are based on GSA per-diem rates located at <https://www.gsa.gov/travel/plan-book/per-diem-rates>

Travel for conferences \$10,644.00

Travel for national/state DUI related conferences and training, including Lifesavers and the IACP Conference on Drugs, Alcohol, and Impaired Driving. All conference travel costs will be approved by CHP prior to attending.

IACP Drugs, Alcohol & Impaired Driving Conference (August 14-16, 2021)
Orlando, Florida

Flight-\$400
Rental car-\$300
Lodging-\$129/3 nights=\$387 (plus tax and parking)
Meals-2 days at \$49.50, 2 days at \$66 = \$231

Total travel, per person (estimated) = \$1,318.00
2 sergeants and 2 officers attending, total travel for this conference is \$5,272.00

Lifesavers National Conference on Highway Safety Priorities
March 13-15, 2022
Chicago, IL
Flight-\$400
Rental Car-\$275

Lodging-\$134/3 nights=\$402 (plus tax and parking)
Meals-2 days at \$57.00, 2 days at \$76 = \$266

Total travel, per person (estimated) = \$1,343.00
2 sergeants and 2 officers attending, total travel for this conference is \$5,372.00

REALLOCATION REQUEST

ORGANIZATION/AGENCY: San Diego PD REALLOCATION REQUEST #: 2
 PROJECT OPPORTUNITY TYPE: Law Enforcement AWARD NUMBER: 3707
 PROJECT PERFORMANCE PERIOD: 7/1/2021 TO 6/30/2022

* This form is for Reallocating Grant funds only.

Budget Category	Line Item Name	Line Item Amount	Deduct Transfer Amount	Add Transfer Amount	Revised Budget Amount	Explanation of Reallocation
Personnel-9	DUI Arrest Processing	\$ 21,216.00			\$ 21,216.00	No Change
Travel-1	In-State Travel - ARIDE	\$ 11,250.00			\$ 11,250.00	No change
Travel-2	Out-of-State Travel - IACP	\$5,272.00	\$ 5,272.00		\$ -	Reduced money, IACP Conference passed without attendance.
Travel-3	Out-of-State Travel - Lifesavers	\$5,372.00		\$ 1,178.00	\$ 6,550.00	Additional money based on revised travel estimates.
Travel-4	Excess Travel Fees	\$0.00		\$ 6,494.00	\$ 6,494.00	Add excess conference travel line item to allow for allocation when needed. 6925.44
Travel-5	In-State Travel - DRE Training	16490			\$ 16,490.00	No Change
	Total Budget Costs	\$ 882,405.75	\$ 23,972.00	\$ 23,972.00	\$ 882,405.75	

Will Project deliverables be changed due to change(s)/transfer(s), how will the change(s) improve the Project, and what are the implications if the change(s) is not approved?

- Additional \$16,000 for intoxilyzers and supplies, based on our needs and a quote from CMI, Inc.
 - Reduced Backfill – DRE Training and Backfill – ARIDE Training by \$8,000.
- Reduced Out-of-State Conference Fees - IACP To \$0, since the conference was in October and grant agreement was not executed (did not attend).
 - Reduced Out-of-State Travel - IACP To \$0, since the conference was in October and grant agreement was not executed (did not attend).
 - Added \$300 to Out-of-State Conference Fees – Lifesavers, which reflects the correct registration cost of \$1,400 for 4 attendees.
 - Added \$1,178 to Out-of-State Travel - Lifesavers To reflect the updated estimate costs.
- Added a new Travel line item, Excess Travel Fees, for \$6,494.00 to cover unforeseen cost (costs have increased, so having a bank to pull from will help with having to reallocate monies in the future). They will be decreasing backfill for DRE and ARIDE; however, they will be adding funds to equipment, and travel to help support the original request. Additional fees for seminar/training/conference necessary to accomplish approved project activities will be deducted from Other Direct Cost/Excess Conference.

GRANTEE: 
 (Authorized Representative Signature)

David Nisleit
 (Authorized Name)

2/8/22
 (Date)

CGU: **Cathy Perry**
Digitally signed by Cathy Perry
 Date: 2022.02.03 13:25:19 -0800
 (Authorized Representative Signature)

Cathy Perry
 (Authorized Name)

2/3/22
 (Date)