

1. GRANT TITLE FY23/25 CTFGP Toxicology Crime Laboratories - San Mateo County Sheriff's Office Forensic Laboratory	
2. NAME OF ORGANIZATION/AGENCY San Mateo County Sheriff's Office Forensic Laboratory	
3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT County of San Mateo/Sheriff's Office/Forensic Laboratory	
4. PROJECT PERFORMANCE PERIOD From: 07/01/2023 To: 06/30/2025	5. PURCHASE ORDER NUMBER
6. GRANT OPPORTUNITY INFORMATION DESCRIPTION Toxicology: Crime Laboratory grants shall be in direct support of grant-funded Project activities that aide in the enforcement of laws related to driving under the influence of alcohol and other drugs (DUI/DUID), including cannabis and cannabis products.	
7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED \$327,190.77	
8. TERMS AND CONDITIONS The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant 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• 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 Grant Agreement is executed by the parties hereto.	
9. APPROVAL SIGNATURES A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY Name: Christina Corpus Title: Sheriff Phone: (650) 599-1664 Address: 400 County Center Redwood City, CA 94063 E-Mail: ccorpus@smcgov.org _____ (Signature) _____ (Date)	B. AUTHORIZED OFFICIAL OF CHP Name: Evan Robinson Phone: (916) 843-4360 Title: Captain Fax: (916) 322-3169 Address: North 7th Street Sacramento, CA 95811 E-Mail: ERobinson@chp.ca.gov _____ (Signature) _____ (Date)
C. ACCOUNTING OFFICER OF CHP Name: C. M. Jones Phone: (916) 843-3531 Title: Commander Fax: (916) 322-3159 Address: North 7th Street Sacramento, CA 95811 E-Mail: Catrina.Jones@chp.ca.gov _____ (Signature) _____ (Date)	10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS Name: Veronica Ruiz Title: Management Analyst Phone: (650) 599-1664 Address: 400 County Center, 3rd Floor Redwood City, CA 94063

TERMS AND CONDITIONS

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

A. EXECUTION

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

B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Grant Agreement on a quarterly basis, or as requested by the State.
2. The Grantee shall provide the State with a final report showing all Project expenditures, which includes all State and any other Project funding expended, within sixty (60) calendar days after completion of this Grant Agreement.
3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.
4. Equipment purchased through this Grant Agreement shall be used for the education, prevention, and enforcement of impaired driving laws, unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the Project costs. Equipment purchased under this Grant Agreement must only be used for approved Project-related purposes, unless otherwise approved by the State in writing.
5. Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

TERMS AND CONDITIONS

C. PROJECT TERMINATION

1. Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.
 - a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.
 - b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.
3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.
4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

1. The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

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F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

1. The Grantee assures the State it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

H. DRUG-FREE WORKPLACE

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the Project will:
 - i. Receive a copy of the company's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:
 - a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

1. All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

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 Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

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

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

1. The Grantee represents and warrants that:
 - a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
 - b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.
 - c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.
 - d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

1. Under the state laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district. (2) subject to cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

TERMS AND CONDITIONS

O. GRANTEE NAME CHANGE

1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.
2. An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

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

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.
2. Current State Employees:
 - a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.
 - b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.
3. Former State Employees:
 - a. For the two-year period from the date, they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.
 - b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.
4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

TERMS AND CONDITIONS

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.
6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.
7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.
8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.
2. Law Enforcement Projects:
 - a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Grant Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office, establish a policy ensuring appropriate use, and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.
 - b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with Grant funds, from this Grant Agreement, will be primarily used for the enforcement of driving under the influence laws and/or providing public education, related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Grant Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem, indicating the vehicle is used for driving under the influence enforcement.

Schedule A

San Mateo County Sheriff's Office Forensic Laboratory

All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase. Grantees shall not exceed the travel rates paid to exempt, excluded, and represented State of California employees and will be reimbursed at the State travel rates. Any costs beyond State travel rates will be at the expense of the Grantee.

Project Description

The San Mateo County Sheriff's Office Forensic Laboratory wishes to purchase seven new Draeger Breathalyzers for law enforcement personnel throughout San Mateo County to use. In addition, we are seeking a new computer and software to support the Forensic Breath Alcohol Program, and funding to host training classes to certify all law enforcement personnel throughout the County on use of the new Draeger Breathalyzers. The desired outcome is a more reliable and robust Forensic Breath Alcohol program that allows officers to obtain Title 17 compliant evidentiary breath alcohol samples in a timely manner, allowing for detection and prosecution of driving under the influence of alcohol cases.

Problem Statement & Proposed Solution

The San Mateo County Evidential Breath Alcohol Program which services all law enforcement agencies in San Mateo County only has four evidentiary breath alcohol instruments that are operational. The four instruments are approximately twenty years old and are becoming difficult and expensive to keep operational. With only four instruments in service there is a delay in breath sample collection as officers have to travel to one of only three locations to use a device. For example, without traffic Pacifica and East Palo Alto are 20-25 minutes from the nearest breathalyzer.

The San Mateo County Sheriff's Office Forensic Laboratory would like to improve the San Mateo County Breath Alcohol Program by purchasing seven new Draeger Breathalyzers, a new computer and software to support the program, and provide training to all law enforcement officers in the County to become certified operators of the new instruments. Increasing the number of breathalyzers in service will allow placement of breathalyzers in more locations throughout the county, this will facilitate quicker collection of breath samples, which will assist with the detection and prosecution of driving under the influence of alcohol cases.

Performance Measures/Scope of Work

The goal is to provide a more robust, reliable, and convenient evidentiary breath alcohol program. Providing more opportunities for law enforcement officers to collect breath alcohol samples in a timely manner will allow for more reliable testing results, which will create more meaningful DUI interpretation testimony in court, allowing for more successful prosecution of impaired driving cases. The objectives are:

1. To place an order for seven new Draeger instruments, this will be accomplished in the first quarter of the grant cycle, no later than 09/30/2023. Estimated delivery of these instruments is by 06/30/2024.
2. Place an order for Forensic Advantage BrAD software, which will be utilized to manage the breath alcohol program.
3. Between 09/30/2023 and 12/31/2023 the laboratory will update policy and procedure manuals as needed and will updated the Draeger Operator Course material in order to teach and certify operators for the new Draegers.
4. New computer and software will be installed. Policies and procedures for implementation will be developed between 09/30/2023 and 12/31/2023. The computer will be installed in the Toxicology Unit of the laboratory. An existing monitor, mouse, and keyboard will be reused. The computer will be used solely for supporting the San Mateo County Breath Alcohol Program, it will ingest the data from the Draeger devices and will utilize the BrAD software to manage the data, operator certification, and device maintenance. The software is the Forensic Advantage Breath Alcohol Database application (BrAD)

Schedule A

5. Between 01/01/2024 and 12/31/2024 the laboratory will host Draeger Operator courses in order to train all law enforcement officers in the County on the new instruments. An estimated 46 courses with 25 students each will be held in order to train all officers in the county. Each course will be taught by one laboratory staff member, either a criminalist or supervising criminalist. The instructor will provide an interactive training, covering all topics required by Title 17, including administering a practical and written examination. We plan to offer approximately one course per week, the times and day of the week will vary, allowing for officers working different shifts to be able to attend.
6. The new instruments will be installed in police departments throughout the county once enough officers are trained. All instruments will be installed by 12/31/2024 and the old instruments will be retired. We intend to place two instruments in the Maguire Correctional Facility in Redwood City, one instrument in the First Chance Sobering Station in Burlingame, and one instrument in the police stations in Half Moon Bay, Pacifica, South San Francisco, and San Mateo. The laboratory will have one instrument at the laboratory to use for proficiency tests and training. We anticipate two instruments will be out of service at a time for calibration or maintenance. With the increased availability of instruments, we hope to increase the number of evidential breath alcohol samples collected by at least 10%.

Project Performance Evaluation

In order to evaluate the effectiveness of creating a more robust, reliable, and convenient evidentiary breath alcohol program we can compare the average time it takes for a breath alcohol sample to be collected and the number of samples collected with the current program to the new program, we can calculate travel time to the nearest breathalyzer instrument for agencies within the county, and number of officers certified as users for the new instrument.

Program Sustainability

This project is for equipment, software, and training. Therefore, there is no continued reliance on future state funding for this project.

Administrative Support

The San Mateo County Sheriff's Office Forensic Laboratory Director has experience managing seven grants and will serve as the program manager for this grant. The Sheriff's Office also has a Management Analyst that serves as the Financial Officer for grants and has over five years of experience managing over ten grants per year. The Sheriff's Office has adequate and appropriate internal controls to ensure awards are managed in compliance with applicable laws. A separate fund is created for each grant to ensure that grant costs are accurately recorded and reconciled. The Forensic Laboratory has adequate supervisory staff to manage the implementation of this project, and adequate analyst staff to conduct the performance verifications and training of officers. Lastly, the Sheriff's Office has a Technical Services Unit that will assist with any computer related aspects of this project.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
13012	San Mateo County Sheriff's Office Forensic Laboratory	\$327,190.77

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs	Accessories and Supplies for the Alcotest	\$18,773.89
	Instruments	
	Computer	\$1,500.00
Category Sub-Total		\$20,273.89
Personnel	Training	\$29,400.00
	Category Sub-Total	\$29,400.00
Equipment	Draeger Alcotest 9510	\$114,016.88
	Forensic Advantage Breath Alcohol	
	Licensing Fee	\$33,500.00
Category Sub-Total		\$147,516.88
Consultants/Contracts	BrAD Implementation estimate	\$115,000.00
	Two years annual maintenance	\$15,000.00
	Category Sub-Total	\$130,000.00

Grant Total	\$327,190.77
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Schedule B-1 Budget Narrative

San Mateo County Sheriff's Office Forensic Laboratory

Other Direct Costs

Accessories and Supplies for the Alcotest Instruments

\$18,773.89

Accessories and supplies are needed for the Alcotest 9510 instruments to function. Each instrument needs a dry gas enclosure (\$2,064), keyboard (\$33), power cord (\$7.19), ethernet cable (\$6.35), printer paper (\$3.46), two dry gas cylinders (\$165), and mouthpieces (\$8.10 for 25). These accessories and supplies with tax cost \$2,681.98 per instrument, for a total of \$18,773.89.

Computer

\$1,500.00

A new computer is needed to ingest the data from the Draeger instruments. The computer will only be used to support the new Draeger instruments and the BrAD software.

The cost of a Dell OptiPlex 7000 Small Form Factor computer is currently \$1,540.83. The \$1,500 asked for will only fund the computer. A monitor, mouse, and keyboard are not needed.

Personnel

Training

\$29,400.00

A criminalist or supervising criminalist will teach approximately 46 four-hour long classes of approximately 25 students each to certify them as Draeger Operators. Transportation to and from the classes is estimated to be approximately one hour. 46 classes x 4 hours = 184 hours at a cost of up to \$160 per hour, including benefits. For a total cost of \$29,400.

The Supervising Criminalist has a current pay rate of \$83.89 per hour, with an anticipated cost-of-living increase of 5%, it is expected the hourly rate at the time of work performed will be \$88.8 per hour. Training classes will be taught on overtime, which is at 1.5% the hourly rate. If the classes are at night, then there is a night shift differential of 5.74%, bringing the maximum hourly rate to \$139.71 per hour. The fringe benefit rate in overtime is up to 8.8% and includes 6.2% Social Security, 1.45% Medicare, 0.65% Worker's Compensation, and 0.5% Unemployment. The maximum hourly rate with benefits is expected to be \$152.01, however we estimated a maximum that is 5% higher as union negotiations for this position may further increase the rate.

The Criminalist position has a current maximum pay rate of \$74.87 per hour, with an anticipated cost-of-living increase of 5%, it is expected the hourly rate at the time of work performed will be \$76.61 per hour. Training classes will be taught on overtime, which is at 1.5% the hourly rate. If the classes are at night then there is a night shift differential of 5.74%, bringing the maximum hourly rate to \$124.69 per hour. The fringe benefit rate in overtime is up to 8.8% and includes 6.2% Social Security, 1.45% Medicare, 0.65% Worker's Compensation, and 0.5% Unemployment. The maximum hourly rate with benefits is expected to be \$135.66, however we estimated a maximum that is 5% higher as union negotiations for this position may further increase the rate.

Equipment

Draeger Alcotest 9510

\$114,016.88

Seven Draeger Alcotest 9510 Instruments will be purchased at a cost of \$16,288.13 each for a total of \$114,016.88.

The cost of \$16,288.13 is for the Alcotest 9510 System with tax. It does not include and of the additional supplies or peripherals. Those are listed under Other Direct Costs.

The 9510 instruments will be maintained by criminalists from our laboratory. The criminalists will monitor the automatic accuracy checks to ensure the instruments are providing accurate results, they will periodically inspect

Schedule B-1 Budget Narrative

San Mateo County Sheriff's Office Forensic Laboratory

the instruments on-site, will calibrate the instruments and issue a certificate with the Uncertainty of Measurement annually, will order and restock supplies (e.g., mouthpieces, dry gas, printer paper), and will facilitate any repairs with the manufacturer. When Breath Alcohol records are subpoenaed the Front Office staff will coordinate with the Toxicology Unit staff to gather and provide them. The Toxicology Unit staff will also testify in court as to the operation and reliability of the Draeger instruments and will use the Draeger results in order to provide DUI interpretation testimony.

Forensic Advantage Breath Alcohol Licensing Fee

\$33,500.00

The laboratory would like to purchase the Forensic Advantage Breath Alcohol Database (BrAD) software. This software requires a one-time licensing fee of approximately \$30,635. With tax at 9.375% the total cost is estimated at \$33,500. This licensing fee will allow the software to be installed on a computer in our Toxicology Unit.

The BrAD software tracks and stores records from instruments that measure a subject's breath alcohol level. It also tracks related information, including maintenance history and certifications for instruments and operators.

This software will provide a more comprehensive view of the entire Breath Alcohol Program, automating many functions that are currently manually managed.

Consultants/Contracts

BrAD Implementation estimate

\$115,000.00

Purchase of the BrAD software requires implementation by Forensic Advantage. Implementation will include two onsite visits from the vendor.

The implementation includes:

Business process review and project management.

Configure FA BrAD to incorporate existing Instruments, Instrument Resources, Service Tickets and Trouble Calls.

Configure FA BrAD to incorporate/ import Operators, Classes, Class Sites and Operator Certifications.

Configure User security roles.

Load Agencies.

Load Instruments and Instrument Resources.

Load Operators, Classes, Class Sites and Operator Certifications.

Customize Publish Utility interface with Draeger 9510 Communication Service.

Customize Publish Utility interface with Draeger 7110 Communication Service.

Custom report development over Draeger 9510 data - 5 estimated.

System training.

Stage Deployment with assistance from San Mateo County IT.

Stage Testing.

Prod Deployment with assistance from San Mateo County IT.

Post Deployment support.

System Configuration Documentation.

Two years annual maintenance

\$15,000.00

The BrAD software requires annual maintenance. Two years of annual maintenance will cost approximately \$15000. This cost will support the instrument interface for the new Draeger instruments. Allowing a seamless transition to our new instrumentation.