



CITY OF  
**PALO  
ALTO**

**CITY OF PALO ALTO  
CITY COUNCIL  
Regular Meeting  
Monday, August 19, 2024  
Council Chambers & Hybrid  
5:30 PM**

<b>Agenda Item</b>
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12. Approval of a Grant Agreement With the California Highway Patrol for a One-Year Program to Reduce Impaired Driving and Crashes with \$307,000 in State Funds, Requiring \$0 in City Matching Funds; and Approval of a FY 2025 Budget Amendment (Requires 2/3 approval) in the Supplemental Law Enforcement Services Fund; CEQA Status – Not a Project



## City Council Staff Report

**From: City Manager**

**Report Type: CONSENT CALENDAR**

**Lead Department: Police**

**Meeting Date: August 19, 2024**

Report #:2407-3301

### **TITLE**

Approval of a Grant Agreement With the California Highway Patrol for a One-Year Program to Reduce Impaired Driving and Crashes with \$307,000 in State Funds, Requiring \$0 in City Matching Funds; and Approval of a FY 2025 Budget Amendment (Requires 2/3 approval) in the Supplemental Law Enforcement Services Fund; CEQA Status – Not a Project

### **RECOMMENDATION**

Staff recommends that the City Council:

1. Approve and authorize the City Manager, or their designee, to execute a Funding Agreement (Attachment A) with the California Highway Patrol, authorized by the Cannabis Grants Unit, for the development and implementation of the Impaired Driving Prevention, Enforcement, and Education action plan. The Agreement will provide up to \$307,000 in funding over one year, and the City will not be required to provide matching funds; and
2. Amend the Fiscal Year 2025 Budget Appropriation for the Special Law Enforcement Services Fund (requires a 2/3 approval) by:
  - a. Increasing the estimate for Revenue from the California Highway Patrol, Cannabis Grants Unit by \$307,284;
  - b. Increasing Police Department overtime expense appropriation for Salary & Benefits by \$125,009,
  - c. Increasing Police Department capitalized and non-capitalized expense appropriation for Equipment by \$179,349,
  - d. Increasing Police Department expense appropriation for Travel by \$2,926.

### **BACKGROUND**

Driving under the influence and driving under the influence of drugs (DUI/DUID) remain a significant public safety issue in many communities. Despite ongoing efforts to combat this

dangerous behavior, DUI-related incidents continue to result in numerous fatalities, injuries, and property damage annually.

Approval of this grant funding agreement with the State will provide the Police Department with additional resources for up to 12 months to combat impaired driving and crashes. The Department reported 165 arrests for DUI/DUID-related offenses in calendar year 2023.

With the passage of Proposition 64 in 2016, The Control, Regulate, and Tax Adult Use Marijuana Act, California voters mandated the state to set aside funding for the California Highway Patrol to provide grants to local governments for the education, prevention, and enforcement of impaired driving laws pursuant to Section 34019 (f)(3)(B) of the Revenue and Taxation Code (RTC). Despite being sourced from cannabis-related grants, the funding will be dedicated to enhancing the Department's overall DUI/DUID enforcement efforts, aligning with the City's priorities to improve traffic safety. The grant does not provide funding for additional DUI/DUID checkpoints or dictate how the Department tactically deploys the resources funded by the grant.

The funding provided is appropriated by the California State Controller's Office, and all grants are awarded on a competitive basis, unless otherwise specified within the Request for Application. These funds shall be used to supplement and not supplant existing funds for these activities.

Notice of Funding was issued on January 9, 2024, and Staff applied for the grant on February 23, 2024. CHP approved Palo Alto's grant application on June 6, 2024. The grant cycle for this project is July 1, 2024, through June 30, 2025. The grant application is Attachment B.

## **ANALYSIS**

In alignment with the grant application, staff will carry out the "PAPD DUI Training, Check Point Equipment, and Drug Identification Device Project"; an effort that will: 1) support DUI/DUID investigations and train police officers to teach skills related to those efforts and 2) acquire devices that use technology to identify suspected narcotics without having to physically remove the substance and 3) source an equipment trailer to purchase and store DUI checkpoint equipment like signage, cones, barricades, tables, and chairs.

The goal of the project is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Department's effectiveness through training and development of new strategies. Additionally, the project will enhance employee and public safety by acquiring devices that could detect and identify dangerous narcotics. Existing law prohibits the possession of cocaine, methamphetamine, heroin, fentanyl, and other commonly abused street drugs. Unknown white powdery substances, particularly fentanyl, pose significant exposure risks to officers. Drug identification devices will enable officers to identify these substances without opening their packaging.

**FISCAL/RESOURCE IMPACT**

The application was prepared using existing City staffing resources. No additional staff or operating budget resources are necessary to accept the grant except for purchasing staff time to make the purchase of equipment.

Staff anticipates a salary cost of \$125,009 with most of the expense allocated to sending officers to DUI instructor level courses and to pay backfill overtime. \$2,926 will be used to pay for travel expenses. Staff anticipates \$179,349 for the purchase of DUI checkpoint equipment and narcotics detection devices. The staff expects minimal maintenance expenses for the towable trailer and narcotics detection devices once the manufacturer's warranty expires. Ongoing maintenance costs will be evaluated during budget process.

The performance period of this grant ends June 30, 2025. Staff has considered if overtime or full-time staffing would be more appropriate. After consideration of the skills necessary for this work, current staffing levels with vacancies, and training period, staff believes that no new positions are necessary currently. However, should staff recommend that this program continue after the grant's performance period funding has expired, staff will bring forward requests for funding as part of the annual budget process if it cannot otherwise be absorbed in the Department's budget.

**STAKEHOLDER ENGAGEMENT**

Staff did not conduct any stakeholder engagement for the acceptance of this grant.

**ENVIRONMENTAL REVIEW**

The California Public Resources Code § 21065 includes a definition of a "project" as subject to the California Environmental Quality Act (CEQA) if it is an activity directly undertaken by a public agency which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. This project is exempt from the provisions of the CEQA, pursuant to Section 15061(b)(3) of the CEQA Guidelines, because it can be seen with certainty that there is no possibility that the activity will have a significant effect on the environment.

**ATTACHMENTS**

Attachment A: CHP Grant Agreement

Attachment B: CHP Grant Application

**APPROVED BY:**

Andrew Binder, Police Chief

<b>1. GRANT TITLE</b> FY24/25 CTFGP Law Enforcement - City of Palo Alto	
<b>2. NAME OF ORGANIZATION/AGENCY</b> City of Palo Alto	
<b>3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT</b> Palo Alto Police Department	
<b>4. PROJECT PERFORMANCE PERIOD</b> From: 07/01/2024 To: 06/30/2025	<b>5. PURCHASE ORDER NUMBER</b>
<b>6. GRANT OPPORTUNITY INFORMATION DESCRIPTION</b> Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.	
<b>7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED \$307,284.00</b>	
<b>8. TERMS AND CONDITIONS</b> 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"><li>• Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure</li><li>• Schedule B – Detailed Budget Estimate</li><li>• Schedule B-1 – Budget Narrative</li></ul> We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions. IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.	
<b>9. APPROVAL SIGNATURES</b> <b>A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY</b> Name: Ed Shikada Title: City Manager Phone: (650) 329-2280  Address: 250 Hamilton Avenue Palo Alto, CA 94301  E-Mail: <a href="mailto:ed.shikada@cityofpaloalto.org">ed.shikada@cityofpaloalto.org</a>  _____ (Signature) _____ (Date)	<b>B. AUTHORIZED OFFICIAL OF CHP</b> Name: Andrew Beasley Phone: (916) 843-4360 Title: Captain Fax: (916) 322-3169  Address: 601 North 7th Street Sacramento, CA 95811  E-Mail: <a href="mailto:ABeasley@chp.ca.gov">ABeasley@chp.ca.gov</a>  _____ (Signature) _____ (Date)
<b>C. ACCOUNTING OFFICER OF CHP</b> Name: C. M. Jones Phone: (916) 843-3531 Title: Commander Fax: (916) 322-3159  Address: 601 North 7th Street Sacramento, CA 95811  E-Mail: <a href="mailto:Catrina.Jones@chp.ca.gov">Catrina.Jones@chp.ca.gov</a>  _____ (Signature) _____ (Date)	<b>10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS</b>  Name: Eric Jensen Title: Management Analyst Phone: (650) 329-2280  Address: 250 Hamilton Avenue Palo Alto, CA 94301

## 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.

## **TERMS AND CONDITIONS**

### **F. NONDISCRIMINATION**

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

### **G. AMERICANS WITH DISABILITIES ACT**

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

### **H. DRUG-FREE WORKPLACE**

1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - i. The dangers of drug abuse in the workplace.
    - ii. The person's or Organization/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**

### **City of Palo Alto**

**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.**

#### **Project Description**

The Palo Alto Police Department will purchase equipment to support DUI/DUID investigations, train police officers to teach skills related to those efforts, and conduct training for general patrol and traffic enforcement officers. This project is to source and acquire devices that use technology to identify suspected narcotics without having to physically remove the substance, thus making it safer for the officer and maintaining the integrity of the evidence. The Department has no devices allowing this safe drug identification method. The Palo Alto Police Department is also looking to source an equipment trailer to purchase and store DUI checkpoint equipment like cones, barricades, tables, signage, and chairs. The trailer will be utilized to provide logistical support at DUI checkpoints. In addition, this project will source the funding for sending three (3) officers to SFST/ARIDE/ DUI Checkpoint Planning - Management instructor courses. As well as the training of the entire department on overtime in DUI/DUID investigations. There are ZERO SFST instructors, and only a small percentage of officers have had formal training in DUI/DUID investigations. Funding for this entire project will cost approximately \$307,284

#### **Problem Statement & Proposed Solution**

Problem Statement:

The Palo Alto Police Department currently has zero SFST Instructors. This has hindered the department's ability to train officers on how to conduct effective DUI/DUID investigations. This lack of training has manifested in lowered prosecutions and increased possibilities that drivers under the influence be allowed to drive on the road. Due to the cost of staffing and class registrations, the department has not been able to create a cadre of instructors in the field of SFST. There are also conferences that have quality training in DUI/DUID and illegal cannabis investigations. Staffing and training costs have prevented these officers from attending.

The Palo Alto Police Department currently does not own any equipment or have trained personnel to conduct DUI checkpoints.

The dangers of fentanyl have prevented officers the ability to test unknown substances/possible drugs. If unknown substances are located during a DUI/DUID investigation, there is no device available to test these substances, which hinders effective DUI/DUID investigations.

Proposed Solution:

With grant funding, it will allow the police department to send officers to SFST Instructor courses so the department can conduct internal training on overtime. This training will allow officers to increase DUI/DUID investigations and have more successful prosecutions. To prevent the interruption of day-to-day operations, these trainings will be done on overtime.

Purchase a towable trailer and all necessary equipment to run DUI checkpoints, including but not limited to a towable trailer that can store and transport solar message boards, cones, tables, chairs, and signage. Technology has developed over the years, allowing for drug testing using spectrometer technology. This technology gives accurate readings on the type of drugs without physically touching the substance. This provides officers safer handling of the drugs and allows for fewer flaws in the chain of custody for prosecution.

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

Project Activity: Train a small group of SFST instructors and DUI checkpoint experts and train the entire department on DUI/DUID investigations.

Goals/Objectives: In YEAR 1, Quarter 1: Identify and select a cadre of officers that will be department SFST

## **Schedule A**

and DUI Checkpoint instructors. Quarter 2: Train and certify instructors on SFST, ARIDE, DUI Checkpoints. Develop department training plans for DUI/DUID investigations. Quarter 3: Train 50% of officers in DUI/DUID investigations. Deploy 1 DUI Checkpoint. Quarter 4: Train the remaining 50% of the department on DUI/DUID investigations. Deploy 1 DUI Checkpoint. In addition to Data Collection on arrests and training. Aim to boost DUI/DUID arrests by 15% compared to the previous year.

Project Activity: Purchase of towable trailer that can store and contain DUI checkpoint equipment.

Goals / Objectives: YEAR 1, Quarter 1: research towable trailers and equipment needed to support a DUI checkpoint. Quarter 2: Purchase and receive all equipment. Quarter 3: identify and select a cadre of officers to become experts in conducting DUI checkpoints. Quarter 4: Conduct at least 1 DUI checkpoint. Aim to REDUCE DUI/DUID by 25% by campaigning and implementing DUI Checkpoints.

Project Activity: Purchase of contactless drug identification devices

Goals/Objectives: YEAR 1, Quarter 1: Research the purchase of devices. Quarter 2: Purchase of devices, creation of department policy, and department training on device. Quarter 3: Deployment of devices in the field and station. Quarter 4: Data collection. Aim to have 100% of all suspected drugs, tested with the device. Aim to increase DA prosecutions of drug offenses by 10% of previous year.

### **Project Performance Evaluation**

SFST Instructor:

Evaluation - This project will be evaluated based on quantitative data collection. A successful outcome of this project should reflect an increase in officers trained in DUI/DUID investigations. A roster will be completed at each training session, and officers must demonstrate proficiency at the conclusion of the training. Palo Alto PD will be the custodian of the training records and rosters. Palo Alto PD will be the custodian of these records and will conduct performance evaluations throughout the grant period and beyond.

DUI Checkpoint Equipment and DUI Checkpoint trained expert:

Evaluation- The project will be evaluated based on acquiring all necessary equipment to store, transport, successfully implement a DUI checkpoint, and identify and arrest impaired drivers.

Drug ID devices:

Evaluation - This project will be evaluated based on quantitative data. A successful outcome of this project should reflect (after purchase and training) that all suspected drugs will have been identified using this device. The information will be collected directly from the internal report management system. All items submitted into evidence that are identified as narcotics will be reviewed and ensured that the suspected drug was presumptively identified. This will be annotated when the evidence information is inputted into the report writing system. Palo Alto PD will be the custodian of these records and will conduct performance evaluations throughout the grant period and beyond.

### **Program Sustainability**

The items purchased will not need additional grant funding to sustain their use. If awarded the technology and equipment, the department will seek funding through a regular City budget cycle for consumable goods related to the testing equipment beyond the grant period.

Training will be ongoing, and with the training internal, no additional funding will be needed to sustain other SFST instructors.

### **Administrative Support**

This grant will be managed by a dedicated Lieutenant who will oversee the project. That position will ensure that the agreement uses all funds. The grant manager will ensure all items are purchased promptly, including the proper training and certifications. The police department has successfully received and implemented wellness grants and organized retail theft and traffic safety. The resources needed to implement this project are creating a location to store these devices. Additional resources include a selection process for officers to be SFST instructors. Policies must be developed to ensure the training and equipment are used per department policy and current law. This grant will be subject to audit according to City policy.

## Schedule B

### Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
17876	City of Palo Alto	\$307,284.00

Cost Category	Line Item Name	Total Cost to Grant
Personnel	DUI Checkpoints	\$74,443.00
	ARIDE Training - Attend	\$6,321.00
	Backfill	\$25,283.00
	SFST Training - Instruct	\$15,802.00
	DUI Checkpoints - Planning and Managment	\$3,160.00
Category Sub-Total		<b>\$125,009.00</b>
Travel	Training - Attend Travel	\$2,926.00
	Category Sub-Total	<b>\$2,926.00</b>
Equipment	Solar Traffic Message Board	\$41,468.00
	Handheld Narcotics Analyzer	\$131,931.00
	Towable Trailer	\$5,950.00
Category Sub-Total		<b>\$179,349.00</b>

<b>Grant Total</b>	<b>\$307,284.00</b>
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## **Schedule B-1 Budget Narrative**

### **City of Palo Alto**

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

#### **Personnel**

##### **ARIDE Training - Attend**

\$6,321.00

1 training event to take place in Q1

Working Classifications: Officer/Agent; Pay rate: Officer top-step OT \$125.40, Agent top-step OT \$134.82; # of hours: 16 hrs each class; # of staff per event: 1 officer, 2 Agents

3 ea Officer attendee ARIDE Class

##### **DUI Checkpoints**

\$74,443.00

2 enforcement events each year of the grant (total 6 events).

Working Classifications: Officer/Agent/Sergeant; Pay rate: Officer top-step OT w night diff \$131.67, Agent top-step OT w night diff \$141.56, Sergeant top-step OT w night diff \$147.77; # of hours: 9 hrs each per event; # of staff per event: 5 officers, 3 Agents, 2 Sergeants

DUI Checkpoint staffing

##### **DUI Checkpoints - Planning and Managment**

\$3,160.00

1 training event to take place in Q1

Working Classifications: Officer/Agent; Pay rate: Officer top-step OT \$125.40, Agent top-step OT \$134.82; # of hours: 8 hrs each class; # of staff per event: 1 officer, 2 Agents

##### **SFST Training - Instruct**

\$15,802.00

1 training event to take place in Q2

Working Classifications: Officer/Agent; Pay rate: Officer top-step OT \$125.40, Agent top-step OT \$134.82; # of hours: 40 hrs each class; # of staff per event: 1 officer, 2 Agents

3 ea Officer attendee DWI SFST Instr Class

##### **Backfill**

\$25,283.00

3 training event to take place over the life of the grant

Working Classifications: Officer/Agent; Pay rate: Officer top-step OT \$125.40, Agent top-step OT \$134.82; # of hours: 64 hrs per classification; # of staff per event: 1 officer, 2 Agents

Backfill Class attendees

#### **Travel**

##### **Training - Attend Travel**

\$2,926.00

Travel (POV) \$1,632; Per diem \$952; Lodging \$342

#### **Equipment**

**Schedule B-1**  
**Budget Narrative**

**City of Palo Alto**

**Towable Trailer**

\$5,950.00

Interstate brand Model: 6 X 12 Carry-On Enclosed Cargo Trailer; 1 each; \$5000 net/\$5950 gross

**Handheld Narcotics Analyzer**

\$131,931.00

Manufacturer: Thermo Scientific Model: TruNar TruNarc w 5 yr warranty; 3 units; \$40,300 net each/\$43,977 gross each

**Solar Traffic Message Board**

\$41,468.00

Manufacturer: SMC Model: 1000ST; 2 each; \$19,000 net each/\$20,734 gross each





## **PAPD DUI Training, Check point Equipment, and Drug ID**

Prepared by City of Palo Alto  
for California Highway Patrol (CHP) Law Enforcement: Small and Mid-Size Organizations/Agencies FY 2024/2025

**Primary Contact: Eric Jensen**



## Opportunity Details

### Opportunity Information

**Title**

Law Enforcement: Small and Mid-Size Organizations/Agencies FY 2024/2025

**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 and cannabis products.

The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

**Awarding Agency Name**

California Highway Patrol

**Agency Contact Name**

Cannabis Grants Unit (CGU)

**Agency Contact Phone**

916-843-4360

**Agency Contact Email**

CGUGrants@chp.ca.gov

**Fund Activity Categories**

Education, Law, Justice and Legal Services

**Opportunity Manager**

Cannabis Grants Unit (CGU)

**Opportunity Posted Date**

1/9/2024

**Public Link**

<https://www.gotomygrants.com/Public/Opportunities/Details/468aa0b8-b253-4f24-b655-b0bf6cf72569>

**Is Published**

Yes

### Funding Information

**Funding Sources**

State

**Funding Source Description**

With the passage of Proposition 64 in 2016, The Control, Regulate, and Tax Adult Use Marijuana Act (AUMA), California voters mandated the state to set aside funding for the CHP to provide grants to local governments and Qualified Nonprofit Organizations for the education, prevention, and enforcement of impaired driving laws pursuant to Section 34019 (f)(3)(B) Revenue and Taxation Code (RTC).

**Funding Restrictions**

State Agencies/Departments, please refer to Section 34019 (f)(3)(B) RTC and California Code of Regulations, Title 13, Division 2, Chapter 13, for additional information.



## **Award Information**

### Award Range

\$500,000.00 Ceiling

### Award Period

07/01/2024 - 06/30/2025

### Award Type

Competitive

### Indirect Costs Allowed

No

### Matching Requirement

No

## **Submission Information**

### Submission Timeline Type

One Time

### Submission Timeline Additional Information

GRANT APPLICATIONS ARE DUE FEBRUARY 23, 2024, BY 5:00 PM PST

Grant Applicants are advised to ask submittal questions well before the deadline. The Cannabis Grants Unit (CGU) cannot guarantee an immediate response and the Grant Management System (GMS) will automatically close at 5:00 PM PST. Once a Grant Application is submitted through the GMS, Grant Applicants may not add, edit, or delete any Grant Application information.

## **Question Submission Information**

### Question Submission Email Address

CGUGrants@chp.ca.gov

## **Eligibility Information**

### Eligibility Type

Public

### Additional Eligibility Information

Small and Mid-Size Law Enforcement Organizations/Agencies, with the primary function of enforcing traffic laws, which includes responding to calls, making arrests, and issuing citations, pursuant to the California Penal Code, California Vehicle Code, and California Health and Safety Code

Small-Size Law Enforcement Organizations/Agencies: 100 employees or less

Mid-Size Law Enforcement Organizations/Agencies: 500 employees or less

## **Additional Information**

### Additional Information URL

<https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program>

## **Award Administration Information**

### State Award Notices

Awards will be announced in May and June 2024.

#### Administrative and National Policy Requirements

The California Highway Patrol (CHP) adopted regulations within Title 13 of the California Code of Regulations (CCR), Division 2, by adding Chapter 13, which govern the CHP, Cannabis Tax Fund Grant Program.

These regulations outline:

- \* Grant Provisions
- \* Grant Project Types
- \* Specific Grant Application Requirements
- \* Grant Evaluation Criteria
- \* Necessary Administrative Procedures for the Program

Regulations can be found at:

<https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program/program-regulations>

#### Reporting

Quarterly Reporting is required and due within 14 calendar days after the close of each quarter.

Quarter One (Q1): July 1 - September 30

Quarter Two (Q2): October 1 - December 31

Quarter Three (Q3): January 1 - March 31

Quarter Four (Q4): April 1 - June 30

#### Other Information

Please ensure your Organization/Agency has the capability to electronically sign required documents (ex: Grant Agreement).



## **Project Information**

### **Application Information**

Application Name

PAPD DUI Training, Check point Equipment, and Drug ID

Award Requested

\$307,284.00

Total Award Budget

\$307,284.00

### **Primary Contact Information**

Name

Eric Jensen

Email Address

eric.jensen@cityofpaloalto.org

Address

275 Forest Ave, 275 Forest Ave  
Palo Alto, CA 94301

Phone Number

(650) 329-2346

## Project Description

### 1. Organization/Agency Representatives

Organization/Agency Section/Unit (subdivision) to administer the Grant Agreement

Palo Alto Police Department

#### Organization/Agency Representative

Please complete the following fields with appropriate Organization/Agency representatives, as applicable.

- The Authorized Official is authorized to enter into a Grant Agreement with signing authority.
- The Authorized Financial Contact maintains financial records, documentation, and recipient of warrant.
- The Administrative Contact is responsible for day-to-day administration.

Authorized Official Name (first and last)

Ed Shikada

Authorized Official Title

City Manager

Authorized Official Address (street, city, state, zip code)

250 Hamilton Ave, Palo Alto, CA 94301

Official Address to Receive Reimbursement Payment - MUST MATCH FISCAL FORM (street, city, state, zip code)

250 Hamilton Ave, Palo Alto, CA 94301

Authorized Official Phone Number (with area code)

650-329-2280

Authorized Official Email Address

ed.shikada@cityofpaloalto.org

Authorized Financial Contact Name (first and last)

Eric Jensen

Authorized Financial Contact Title

Management Analyst

Authorized Financial Contact Phone Number (with area code)

650-329-2346

Authorized Financial Contact Email Address

eric.jensen@cityofpaloalto.org

Administrative Contact Name (first and last)

James Reifschneider

Administrative Contact Title

Captain

Administrative Contact Phone Number (with area code)

650-329-2406

Administrative Contact Email Address

james.reifschneider@cityofpaloalto.org



## **2. Senate/Assembly/Congressional/County Information**

To determine the State Senate District(s), State Assembly District(s), and California Congressional District(s), copy and paste the below URL in your browser and search:

<https://gis.data.ca.gov/maps/CDEGIS::legislative-districts-in-california-2/about>

Select one or more State Senate District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

**State Senate 13**

Select one or more State Assembly District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

**State Assembly 23**

Select one or more California Congressional District(s) where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

**California Congressional District 06, California Congressional District 07, California Congressional District 08, California Congressional District 09, California Congressional District 10, California Congressional District 11, California Congressional District 12, California Congressional District 13, California Congressional District 14, California Congressional District 15, California Congressional District 16**

Select one or more California counties where the proposed Project activities will occur. To make multiple selections, hold down the Ctrl key and click each one.

**Santa Clara**

Number of residents (population) that your Organization/Agency serves.

**67000**



### 3. Statistical Data

Ensure the responses below are accurate and align with the statistical data provided within the Grant Application. If a question is not applicable, please input "0" or "N/A".

How many schools are in your jurisdiction?

	Elementary Schools	Middle Schools	High Schools	Colleges/Universities
<b>Number of Schools</b>	25	17	6	3

How many law enforcement personnel are within your Organization/Agency?

84

Does your Organization/Agency have specifically designated traffic enforcement personnel who conduct driving under the influence (DUI) enforcement operations?

- ☒ Yes  
☐ No

How often does your Organization/Agency conduct DUI enforcement activities (ex: DUI Saturation Patrols, DUI Checkpoints)?

	Weekly Average	Monthly Average	Yearly Average
<b>Enforcement Activities</b>	0	0	0

How many law enforcement personnel have attended Standard Field Sobriety Test (SFST), Advanced Roadside Impaired Driving Enforcement (ARIDE), and/or Drug Recognition Evaluator (DRE) training?

	SFST	ARIDE	DRE
<b>Number of Trained Law Enforcement Personnel</b>	48	0	3

How many certified DREs does your Organization/Agency currently have?

1

How many law enforcement personnel are certified SFST and/or DRE Instructors?

	SFST	DRE
<b>Number of Certified Instructors</b>	0	0

What in-service training does your Organization/Agency offer related to DUI/DUID?

The agency provides in-field training during the field training program. When funding and staffing allow, officers are sent to SFST, ARIDE, and DRE schools hosted by neighboring agencies.

Is training conducted at your Organization/Agency or at an alternate facility?

- ☒ Within Organization/Agency  
☐ Alternate Facility

Do law enforcement personnel participate in training with local city attorneys and/or district attorneys?

- ☐ Yes  
☒ No

#### Grant Funded Equipment

Have Cannabis Tax Fund Grant Program Grant Funds been utilized to purchase equipment (an acquisition cost of at least \$5,000)?



- ☐ Yes  
☒ No

If yes, list EACH equipment item and fiscal year of the Grant Agreement.

N/A

**EXAMPLE ONLY**

**FY21-22 = Two Message Boards**  
**FY22-23 = One DUI Vehicle**

#### 4. Project Description

Project Types: Please select project type(s) applicable to your Project.

- ☒ Law Enforcement Training
- ☐ Public Education and/or Prevention
- ☒ Enforcement Efforts

Provide a brief overview/synopsis (a paragraph) of the proposed Project. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

**This project is to source and acquire devices that use technology to identify suspected narcotics without having to physically remove the substance. Thus making it safer for the officer and maintaining the integrity of the evidence. The Palo Alto Police Department has no devices allowing this safe drug identification method. The Palo Alto Police Department is also looking to source an equipment trailer to purchase and store DUI checkpoint equipment like cones, barricades, tables, signage, and chairs. The trailer will be utilized to provide logistical support at DUI checkpoints. In addition, this project will source the funding for sending three (3) officers to SFST instructor courses. As well as the training of the entire department on overtime in DUI/DUID investigations. There are ZERO SFST instructors, and only a small percentage of officers have had formal training in DUI/DUID investigations. Funding for this entire project will cost approximately \$307,284**

## 5. Problem Statement & Proposed Solution

Clearly identify the problem/need (Problem Statement) in your local community that will be addressed by the Project. Then, clearly identify the Proposed Solution to address the problem/need. If applicable, provide recent and high-level statistical data that directly supports the problem/need in your local community. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - EITHER TYPE INFORMATION IN FIELD OR ATTACH DOCUMENT.

### Problem Statement:

1. The Palo Alto Police Department currently has zero SFST Instructors. This has hindered the department's ability to train officers on how to conduct effective DUI/DUID investigations. This lack of training has manifested in lowered prosecutions and increased possibilities that drivers under the influence be allowed to drive on the road. Due to the cost of staffing and class registrations, the department has not been able to create a cadre of instructors in the field of SFST. There are also conferences that have quality training in DUI/DUID and illegal cannabis investigations. Staffing and training costs have prevented these officers from attending.
2. The Palo Alto Police Department currently does not own any equipment or have trained personnel to conduct DUI checkpoints.
3. The dangers of fentanyl have prevented officers the ability to test unknown substances/possible drugs. If unknown substances are located during a DUI/DUID investigation, there is no device available to test these substances, which hinders effective DUI/DUID investigations.

### Proposed Solution:

1. With grant funding, it will allow the police department to send officers to SFST Instructor courses so the department can conduct internal training on overtime. This training will allow officers to increase DUI/DUID investigations and have more successful prosecutions. To prevent the interruption of day-to-day operations, these trainings will done on overtime.
2. Purchase a towable trailer and all necessary equipment to run DUI checkpoints, including but not limited to a towable trailer that can store and transport solar message boards, cones, tables, chairs, and signage.
3. Technology has developed over the years, allowing for drug testing using spectrometer technology. This technology gives accurate readings on the type of drugs without physically touching the substance. This provides officers safer handling of the drugs and allows for fewer flaws in the the chain of custody for prosecution.

Statistical Data/Report(s)

## 6. Performance Measures/Scope of Work

Detail EACH Project activity/item below, which will serve as your goals and objectives for the Project. For EACH goal/objective, include estimated timelines (ex: monthly, quarterly), quantitative measurements (ex: reduction of DUI/DUID by %), and justification detailing how it will enhance/support the Project. NOTE: These goals and objectives must be consistent with the Budget. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

**Project Activity:** Train a small group of SFST instructors and DUI checkpoint experts and train the entire department on DUI/DUID investigations.

**Goals/Objectives:** In YEAR 1, Quarter 1, identify and select a cadre of officers that will be department SFST instructors. Quarter 2: train and certify instructors. Develop department training plans for DUI/DUID investigations. In quarter 3, train 20% of officers in DUI/DUID investigations. In quarter 4, train 40% of DUI/DUID investigations. YEAR 2, Quarter 1, 60% of officers trained in DUI/DUID investigations. In quarter 2, train 80% of officers in DUI/DUID investigations. Quarter 3, train 100% of officers in DUI/DUID investigations. Quarter 4, data collection and new officers training on DUI/DUID investigations.

**Project Activity:** Purchase of towable trailer that can store and contain DUI checkpoint equipment.

**Goals / Objectives:** In YEAR 1, Quarter 1: research towable trailers and equipment needed to support a DUI checkpoint. Quarter 2: Purchase and receive all equipment. Quarter 3: identify and select a cadre of officers to become experts in conducting DUI checkpoints. Quarter 4: conduct at least 1 DUI checkpoint.

**Project Activity:** Purchase of contactless drug identification devices

**Goals/Objectives:** YEAR 1, Quarter 1, research the purchase of devices. Quarter 2, purchase of devices and creation of department policy. Quarter 3, training and certifications of use. Quarter 4, department training on devices. YEAR 2, Quarter 1, 50% of all suspected narcotics will have a presumptive identification. In quarter 2, 75% of all suspected narcotics will have a presumptive identification. In quarter 3, 100% of all suspected narcotics will have a presumptive identification. Quarter 4, data collection.

### EXAMPLE ONLY

16 DUI Saturation Patrols (Q1 = 4, Q2 = 4, Q3 = 4, Q4 = 4): Aim to reduce DUI/DUID deaths by 10%, which will improve roadway safety in the community.

2 DUI Checkpoints (Q2 = 1, Q4 = 1): Aim to reduce DUI/DUID by 15%, which will reduce the number of impaired drivers in the community.

4 Message Boards for DUI Checkpoints and Educational Messaging (Q1 = Purchase, Q2 = Receive, Q2-Q4 = Use to complete DUI Checkpoints and education): We will utilize the Message Boards to notify the public of an approaching DUI Checkpoint. In between DUI Checkpoints, we will display educational messaging against driving under the influence.

4 Educational Presentations at local high schools (Q1 = 1, Q2 = 1, Q3 = 1, Q4 = 1): Aim to contact at least 100 students each quarter to increase awareness of driving under the influence. The presentations will educate students on the implications of driving impaired.

## 7. Project Performance Evaluation

Provide the method of evaluation to show Project effectiveness and positive impact(s) on the community. These strategies shall include captured quantitative/qualitative data and a communication plan to share Project results with both internal and external stakeholders. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

### **SFST Instructor:**

**Evaluation** - This project will be evaluated based on quantitative data collection. A successful outcome of this project should reflect an increase in officers trained in DUI/DUID investigations. A roster will be completed at each training session, and officers must demonstrate proficiency at the conclusion of the training. Palo Alto PD will be the custodian of the training records and rosters. Palo Alto PD will be the custodian of these records and will conduct performance evaluations throughout the grant period and beyond.

### **DUI Checkpoint Equipment and DUI Checkpoint trained expert:**

**Evaluation-** The project will be evaluated based on acquiring all necessary equipment to store, transport, successfully implement a DUI checkpoint, and identify and arrest impaired drivers.

### **Drug ID devices:**

**Evaluation** - This project will be evaluated based on quantitative data. A successful outcome of this project should reflect (after purchase and training) that all suspected drugs will have been identified using this device. The information will be collected directly from the internal report management system. All items submitted into evidence that are identified as narcotics will be reviewed and ensured that the suspected drug was presumptively identified. This will be annotated when the evidence information is inputted into the report writing system. Palo Alto PD will be the custodian of these records and will conduct performance evaluations throughout the grant period and beyond.

## **8. Program Sustainability**

Describe the plan for reducing reliance on future grant funding. Include a summary and timeframe to continue efforts when grant funds are either not available or significantly reduced. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

The items purchased will not need additional grant funding to sustain their use. If awarded the technology and equipment, the department will seek funding through a regular City budget cycle for consumable goods related to the testing equipment beyond the grant period.

Training will be ongoing, and with the training internal, no additional funding will be needed to sustain other SFST instructors.

## **9. Administrative Support**

Describe the administrative support, including the Organization/Agency's grant experience, personnel, and physical resources needed to successfully implement the Project. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

This grant will be managed by a dedicated Lieutenant who will oversee the project. That position will ensure that the agreement uses all funds. The grant manager will ensure all items are purchased promptly, including the proper training and certifications. The police department has successfully received and implemented wellness grants and organized retail theft and traffic safety. The resources needed to implement this project are creating a location to store these devices. Additional resources include a selection process for officers to be SFST instructors. Policies must be developed to ensure the training and equipment are used per department policy and current law. This grant will be subject to audit according to City policy.



## 10. Other Grant Programs

### Impaired Driving Enforcement Funding

Has your Organization/Agency previously received grant funding for impaired driving enforcement?

- ☐ Yes  
☒ No

If yes, detail the outcome. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

### Other Grant Programs

Has or will your Organization/Agency submit a proposal to another grant program for this Project (ex: funds for the same components as this Project, or for similar/related components that will be completed during the same time period as this Project)?

- ☐ Yes  
☒ No

If yes, detail the granting Organization/Agency. In addition, clearly distinguish which tasks would be funded by the CTFGP and which tasks would be funded by another Organization/Agency. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.

Are any personnel dedicated to this Project funded by other sources/grants?

- ☐ Yes  
☒ No

If yes, detail which source/grant. PLEASE DO NOT COPY AND PASTE TABLES IN FIELD - TYPE INFORMATION IN FIELD.



## 11. Terms and Conditions

### By submitting your Grant Application, you agree to the following Terms and Conditions:

I certify, under penalty of perjury, that the information I entered in this Grant Application is true and complete to the best of my knowledge. I further understand that any false, incomplete, or incorrect statements may result in my disqualification from the grant process or dismissal from receiving grants funded by the California Highway Patrol (CHP), Cannabis Tax Fund Grant Program. I authorize the California Highway Patrol, Cannabis Grants Unit (CGU), to investigate referenced documents or other documents submitted to the program to check the accuracy of the information provided.

I agree with the Request for Application, the above Terms and Conditions, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00 through 1890.27.

☒ I Agree

When using the GMS (AmpliFund), I authorize the state to take my requested action by an electronic means and authorize the state to accept the combination of my User ID and password in lieu of my written signature.

☒ I Agree

My password is unique to me and is to remain confidential. I will not allow other individuals to use my User ID and password to access the GMS (AmpliFund).

☒ I Agree

It is my responsibility to maintain the confidentiality of GMS (AmpliFund) information.

☒ I Agree

Once I submit the Grant Application, I am unable to add, edit, or delete any Grant Application information.

☒ I Agree

Confidentiality Notice: All documents submitted as a part of the Cannabis Tax Fund Grant Program Grant Application are public documents and may be subject to a request pursuant to the California Public Records Act. The CHP, CGU, cannot ensure the confidentiality of any information submitted in or with this Grant Application (Gov. Code, § 6250 et seq.).

☒ I Agree

Generated Income Disclaimer: There will be no program income generated from this grant. Nothing in this Grant Application shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations, in pursuance of the goals and objectives. Although special emphasis will be placed upon violations specific to this Grant Application, appropriate enforcement action will be taken for all observed violations.

☒ I Agree

### Financial Information System for California Government Agency Taxpayer ID (FI\$Cal Form)

A FI\$Cal Form is required for reimbursement. If the Grant Applicant does not have a completed FI\$Cal Form at final Grant Application submission time, the Grant Applicant may submit the completed FI\$Cal Form via email to CGU prior to execution of the Grant Agreement. NOTE: The "Remit-To Address" on the FI\$Cal Form MUST match the "Official Address to Receive Reimbursement Payment" you entered in Form #1. Organization/Agency Representative. This address shall be the official address on file with FI\$Cal and the State Controller's Office (SCO) to receive warrants (Reimbursement Request Payments). Forms are located on the Cannabis Tax Fund Grant Program's website at <https://www.chp.ca.gov/programs-services/programs/cannabis-tax-fund-grant-program>.

☒ I Agree

FI\$Cal Form

### City Council or County Resolution

A county, city, district, or other public body shall provide a copy of a resolution, order, motion, or ordinance of local governing body, which by law has the authority to enter into an agreement authorizing execution of a Grant Agreement. If the Grant Applicant does not have a signed resolution at final Grant Application submission time, the Grant Applicant may submit a signed resolution via email to CGU prior to execution of the Grant Agreement. NOTE: The resolution MUST explicitly state the Organization/Agency has delegated authority to enter into a Grant Agreement for the requested amount.

☒ I Agree





## Budget

### Proposed Budget Summary

#### Expense Budget

	Grant Funded	Total Budgeted
<b>Personnel</b>		
3 ea Officer attendee	\$66,000.00	\$66,000.00
3 ea Officer Backfill patrol	\$66,000.00	\$66,000.00
<b>Subtotal</b>	<b>\$132,000.00</b>	<b>\$132,000.00</b>
<b>Travel</b>		
Daily per diem	\$952.00	\$952.00
Lodging	\$4,200.00	\$4,200.00
POV milage rate	\$1,632.00	\$1,632.00
<b>Subtotal</b>	<b>\$6,784.00</b>	<b>\$6,784.00</b>
<b>Equipment</b>		
DUI Checkpoint Logistical Equipment	\$5,000.00	\$5,000.00
Handheld Narcotics Analyzer	\$121,000.00	\$121,000.00
Solar Traffic Message Board	\$36,000.00	\$36,000.00
Towable Trailer	\$6,500.00	\$6,500.00
<b>Subtotal</b>	<b>\$168,500.00</b>	<b>\$168,500.00</b>
<b>Total Proposed Cost</b>	<b>\$307,284.00</b>	<b>\$307,284.00</b>

#### Revenue Budget

	Grant Funded	Total Budgeted
<b>Grant Funding</b>		
Award Requested	\$307,284.00	\$307,284.00
<b>Subtotal</b>	<b>\$307,284.00</b>	<b>\$307,284.00</b>
<b>Total Proposed Revenue</b>	<b>\$307,284.00</b>	<b>\$307,284.00</b>

### Proposed Budget Detail

See attached spreadsheet.

### Proposed Budget Narrative

## **Personnel**

Costs may include compensation for wages, such as overtime, and benefits (annual leave and sick leave) for work directly related to, and consistent with, the Project. Personnel hours will be awarded based on the number of grant-funded Project activities approved by CGU. To be eligible for reimbursement, personnel services must occur within the Project Performance Period. Please note, full salary positions are not allowed. Itemize separate Budget line items by Project activity (ex: one Budget line item for DUI Saturation Patrol; one Budget line item for DUI Checkpoint). Combine wages and benefits in the same Budget line item for each Project activity. For EACH Budget line item, the narrative shall include the below: \* Number of times Project activity will occur \* Classification(s) working Project activity \* Rate of pay for each classification working Project activity (notate regular or overtime pay) \* Number of hours for each classification working Project activity EXAMPLE 16 DUI Saturation Patrols = \$9,600 2 Officers per patrol / Officer = OT \$60 per hour 5 hours per patrol / 80 hours per Officer / 160 hours

### **3 ea Officer attendee**

3 X 112 hours @\$95/hr

### **3 ea Officer Backfill patrol**

3 officers X 112 hours @ \$95/hr

## **Travel**

Costs may include travel associated with approved in-state and out-of-state Project-related conferences, seminars, workshops, and trainings. The most economical mode of travel, in terms of direct expenses to the Project, must be used. Out-of-state travel is only allowed in exceptional situations. Trainings must be pre-approved by CGU prior to travel. To be eligible for reimbursement, travel must occur within the Project Performance Period. Travel expenses for all Grant Applicants shall follow the policy established by the State of California for its employees regarding travel reimbursement and shall not exceed the rates paid to exempted, excluded, and represented State of California employees. For maximum allowed per diem rates, including meals and lodging, please visit the California Department of Human Resources (CalHR) website: <https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Itemize separate Budget line items for each trip. For EACH trip (if applicable), the narrative shall include the below: \* Trip name/location \* Classification of individual(s) traveling \* Project-related transportation costs (ex: mileage) \* Per diem (meals) \* Lodging EXAMPLE SFST Training = \$616 Sacramento, CA 2 Officers Mileage = \$30 each way / 2 ways = \$60 Per diem = \$59 per day / 5 days = \$236 Lodging = \$145 per night + taxes / 1 night = \$320

### **POV milage rate**

3 officers X 400 miles (twice round trip) @ \$0.68 to class in POV

### **Lodging**

3 officers X 14 nights each @ \$100/nite

### **Daily per diem**

3 officers X 14 days x \$68

## **Equipment**

Costs may include non-expendable, tangible, personal property having a normal useful life of more than one year, and an acquisition cost of at least \$5,000 (ex: four identical assets, which cost \$1,250 each, for a total of \$5,000, are not considered an equipment purchase). Equipment shall be directly related and necessary to complete grant-funded activities included in the Project. Equipment should be purchased at the beginning of the Project Performance Period to ensure it is utilized when completing corresponding Project activities. If requesting equipment, the Project shall contain a correlating grant-funded Project activity (ex: Message Board for DUI Checkpoints). DUI Saturation Patrol equipment approved by CGU may utilize eligible outfitting expenses, which only include emergency lights, sirens, radio, and transport partition (cage). To be eligible for reimbursement, equipment must be purchased and received within the Project Performance Period. Itemize separate Budget line items for



each Equipment item. For EACH Budget line item, the narrative shall include the below: \* Description of equipment item \* Quantity \* Unit cost and total cost

#### **Towable Trailer**

Enclosed towable trailer to store and transport DUI checkpoint equipment.

#### **Handheld Narcotics Analyzer**

Purchase three handheld devices that can quickly identify narcotics and controlled substances, including key drugs of abuse and emerging threats like synthetic cathinones (bath salts) and cannabinoids.

#### **Solar Traffic Message Board**

Purchase two solar powered message boards to notify motorists of DUI checkpoints and the perils of impaired driving.

#### **DUI Checkpoint Logistical Equipment**

Field office equipment to conduct DUI checkpoints.