# State of California DEPARTMENT OF CALIFORNIA HIGHWAY PATROL GRANT AGREEMENT - Page 1

1.	GRANT TITLE		
	FY25/26 CTFGP Law Enforcement - Emeryville Police Department		
2.	NAME OF ORGANIZATION/AGENCY		
	Emeryville PD		
3.	ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT		
4.	PROJECT PERFORMANCE PERIOD	5.	PURCHASE ORDER NUMBER
	From: 07/01/2025 To: 06/30/2026		

#### 6. GRANT OPPORTUNITY INFORMATION DESCRIPTION

Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis 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.

#### 7. FUNDS ALLOCATED UNDER THIS GRANT AGREEMENT SHALL NOT EXCEED \$67,087.20

#### 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:

- 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.

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9. A.	APPROVAL SIGNATURES AUTHORIZED OFFICIAL OF ORGANIZATIO	N/AGENCY	В.	AUTHORIZED OFFICIAL	OF CHP	
	Name: LaTanya Bellow Title: City Manager Phone: (510) 593-4371			Name: Andrew Beasley Title: Captain	Phone: (916) 8 Fax: (916) 322	
	Address: 1333 Park Ave Emeryville, CA 94608			Address: 601 North 7th Str Sacramento, CA		
	E-Mail: latanya.bellow@emeryville.org			E-Mail: ABeasely@chp.ca	.gov	
	(Signature) (De	ate)		(Signature)		(Date)
C.	ACCOUNTING OFFICER OF CHP  Name: M. V. Fojas Phone: (916) Title: Commander Fax: (916) 3  Address: 601 North 7th Street Sacramento, CA 95811  E-Mail: Michelle.Fojas@chp.ca.gov	,	10.	AUTHORIZED FINANCIAI REIMBURSEMENT PAYM Name: Lilybell Nakamura Title: Finance Director Phone: (510) 593-4371 Address: 1333 Park Ave Emeryville, CA 94	ENTS	RECEIVE
	(Signature) (Di	ate)				

John Kennedy

John Kennedy

John Kennedy,

John Kennedy, City Attorney

08/13/2025 Date

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**

- 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.

#### C. PROJECT TERMINATION

- 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.

#### 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

 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.

#### J. LABOR CODE/WORKERS' COMPENSATION

 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

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

#### O. GRANTEE NAME CHANGE

- 1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.
- 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

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

- 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.

## **Emeryville PD**

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 proposed project involves applying for and receiving equipment to assist officers in efficiently and accurately enforcing driving impairment laws and investigating and documenting injury collisions relating to drug-impaired driving. Overall, the proposed project represents a proactive approach to enhancing traffic safety and combating impaired driving within the community. This comprehensive strategy aligns with the department's commitment to protecting public safety and reducing the incidence of impaired driving-related incidents on the roads.

Acquiring specialized equipment that will improve efficiency in the field, ensure precise documentation of drug-impaired driver collisions, and enhance officer safety during on-scene investigations. This equipment will support solid case preparation for successful prosecution.

## **Proposed Equipment -**

New Preliminary Alcohol Screening (PAS) Devices

- Modern PAS devices for impaired driver detection.
- Portable and user-friendly design for roadside use.
- Enhanced accuracy to differentiate between low and high levels of impairment.
- Connectivity for data upload and storage to streamline evidence collection for prosecution.

#### Tonneau Cover for DUI Enforcement Patrol Vehicle

During DUI saturation patrols and callouts for major DUI/DUID collisions, officers depend on specialized equipment that must be quickly deployed to ensure effective operations. This includes PAS devices, portable lights, field sobriety kits, measuring tools, and safety gear.

To maintain readiness and to protect these critical tools, it is essential to stage the equipment within the DUI saturation vehicle, ensuring it remains secure, organized, and shielded from environmental factors. Adding a tonneau cover to the vehicle protects from weather conditions, equipment is secured and enhances accessibility when needed.

## Truck Bed Slide For DUI Enforcement Patrol Vehicle

The truck bed slide will significantly enhance the organization, accessibility and longevity of DUI/DUID investigation equipment and major DUI/DUID collision investigation equipment stored in the vehicle. This sliding platform allows for easy retrieval of tools, gear, and supplies without the need to climb into the truck bed, reducing strain on Officers and improving efficiency. By providing a structured storage solution, the truck bed slide helps keep DUI/DUID investigation equipment and major DUI/DUID collision investigation equipment secure and minimizes the risk of damage or loss during transport. Additionally, it increases workflow efficiency by ensuring that all necessary equipment is readily accessible, ultimately improving productivity and safety for personnel utilizing the vehicle.

## Conclusion

This project will significantly enhance officers' capabilities and efficiency in handling major DUI/DUID collision investigations, conduct more DUI saturation patrols, improve prosecution outcomes, and ensure the safety of law enforcement personnel while investigating drug-impaired collisions. With precise documentation and strong evidence collection, cases will stand up to legal challenges, increasing conviction rates for drug-impaired driving collisions.

## **Problem Statement & Proposed Solution**

Impaired driving—whether due to alcohol, drugs, or both—is a significant and preventable threat to public safety. It often results in severe consequences, including collisions, injuries, and fatalities. In 2023, the Emeryville Police Department investigated one fatal collision caused by a drug-impaired driver (DUID), which led to prosecution by the District Attorney's Office.

Emeryville's unique geography and community characteristics compound the challenges of combating impaired driving:

- Four active cannabis businesses, including a smoking lounge located near alcohol-serving establishments.
- Its position as a commuter hub between Oakland and Berkeley, intersected by the I-80 corridor.
- A population of 12,000 residents (many underserved) and a daytime business/manufacturing population estimated at 40,000.

Proactive measures are essential to address these challenges and ensure safer roadways for all.

#### Goals

- 1. Reduce incidents of impaired driving through education, enforcement, and community engagement.
- 2. Enhance officer efficiency, effectiveness, and safety in impaired driving enforcement.
- 3. Foster community trust and collaboration to address impaired driving comprehensively.

## **Proposed Solutions**

## 1. Public Education and Awareness

- Conduct in-person presentations at schools, community centers, and public events on the dangers of impaired driving and its consequences.
- Partner with local businesses to display warning materials about the effects of alcohol and drug use on driving abilities.
- Collaborate with community organizations to raise awareness through campaigns like Know Your Limit.

## 2. Strengthened Enforcement

- Deploy marked, highly visible traffic enforcement vehicles dedicated to DUI/DUID enforcement.
- Equip officers with advanced tools such as portable breath testers, field drug-testing kits, 3D scanner systems, and drone technology to enhance scene investigation and accurate documentation for future prosecution.

Increase officer training in Advanced Roadside Impaired Driving Enforcement (ARIDE) and drug recognition expertise.

## 3. Community Engagement

- Host events such as Coffee with a Cop, National Night Out, and Know Your Limit campaigns to facilitate face-to-face conversations with residents.
- Engage city leaders in discussions about traffic safety priorities and shared responsibilities in combating impaired driving.

## **Requested Equipment**

#### 1: New Preliminary Alcohol Screening (PAS) Devices

- Modern PAS devices for impaired driver detection.
- Portable and user-friendly design for roadside use.
- Enhanced accuracy to differentiate between low and high levels of impairment.
- Connectivity for data upload and storage to streamline evidence collection for prosecution.

## 2: Tonneau Cover for DUI Saturation Vehicle

During DUI saturation patrols and callouts for major DUI/DUID collisions, officers depend on specialized equipment that must be quickly deployed to ensure effective operations. This includes PAS devices, portable lights, field sobriety kits, measuring tools, and safety gear.

To maintain readiness and protect these critical tools, it is essential to stage the equipment within the DUI saturation vehicle, ensuring it remains secure, organized, and shielded from environmental factors. Adding a tonneau cover to the vehicle protects from weather conditions, security, and enhanced accessibility.

## 3: Truck Bed Slide For DUI Enforcement Patrol Vehicle

The truck bed slide will significantly enhance the organization, accessibility and longevity of DUI/DUID investigation equipment and major DUI/DUID collision investigation equipment stored in the vehicle. This sliding platform allows for easy retrieval of tools, gear, and supplies without the need to climb into the truck bed, reducing strain on Officers and improving efficiency. By providing a structured storage solution, the truck bed slide helps keep DUI/DUID investigation equipment and major DUI/DUID collision investigation equipment secure and minimizes the risk of damage or loss during transport. Additionally, it increases workflow efficiency by ensuring that all necessary equipment is readily accessible, ultimately improving productivity and safety for personnel utilizing the vehicle.

## Implementation Plan

- 1. Education and Awareness Campaign: Launch a citywide initiative targeting schools, businesses, and community events.
- 2. Training and Equipment Deployment: Provide specialized training to officers and integrate new tools into enforcement operations.

By integrating these strategies and resources, the Emeryville Police Department will not only combat impaired driving more effectively but also set a strong example of proactive, community-oriented policing.

## Performance Measures/Scope of Work

(20) DUI Saturation Patrols: (Q1=5, Q2=5, Q3=5, Q4=5) Our goal is to reduce the number of impaired drivers in the City of Emeryville by 5%, which will improve overall community safety from impaired drivers.

- (15) Dedicated traffic enforcement: Our goal is to reduce impaired driving, injury, and non-injury traffic collisions, and improve pedestrian and bicycle safety. We aim to achieve a 5% reduction in these incidents, thereby enhancing roadway safety for all who travel within the city. To support this goal, DUI saturation patrols and Primary Collision Factor (PCF) saturation patrols will be conducted quarterly to identify and deter impaired drivers. Patrol targets for each quarter are as follows: Q1-3 patrols, Q2-4 patrols, Q3-4 patrols, and Q4-4 patrols.
- (9) Educational Presentations: EPD officers will engage with the community at events such as Coffee with a Cop, National Night Out, and other city events throughout the year. With each event, EPD officers aim to raise awareness about the dangers of drinking and driving and emphasize how little alcohol and drugs it takes to reach the legal limit. The primary goal is to educate the public on the effects of alcohol and drugs so they can make informed decisions before choosing to drive. The department plans to conduct the following number of presentations: Q1=3, Q2=2, Q3=2, and Q4=2.

Our overall goal is to increase impaired driving awareness, reduce impaired driving, make impaired driving arrests, reduce traffic collisions, and improve road safety for all citizens in the city of Emeryville.

As a smaller department with limited resources, acquiring advanced technology and equipment is essential to achieving our goals of improving public safety and enhancing the efficiency of DUI collision investigations. The following equipment will assist our department in conducting proper, accurate, and efficient investigations, ultimately strengthening cases for prosecution:

#### **New PAS Devices goals:**

- Provides modern, reliable tools for accurate alcohol detection during field sobriety tests, improving
  enforcement outcomes and ensuring reliable data collection during DUI investigations.
- Our goal is to deploy newly acquired Preliminary Alcohol Screening (PAS) devices into the field as soon as they are received and ensure they are readily accessible to officers. These devices will directly support DUI investigations by providing quick, on-scene breath alcohol analysis to help identify impaired drivers.

## **Tonneau Cover for DUI Saturation Vehicle:**

Protects sensitive equipment such as PAS devices, field sobriety kits, and portable lighting from theft
and weather damage, ensuring readiness for any operation and protecting valuable resources. The
tonneau cover will be added to the previous vehicle awarded from the CHP Cannabis 2024/2025
grant.

## **Truck Bed Slide For DUI Enforcement Patrol Vehicle**

- Enhance the organization and accessibility of equipment stored in the vehicle.
- The structured storage solution with the bed slide will help keep items secure and minimize the risk of damage or loss during transport.
- Increases workflow efficiency by ensuring that all necessary equipment is readily accessible.
- Truck bed slide will be added to the DUI Enforcement Vehicle awarded from the CHP Cannabis 2024/2025 grant.

## **Anticipated Outcomes**

During this current grant cycle, we have experienced (4) DUI-related injury collisions and (1) DUI-related fatal collision. Based on our current trend, we are anticipating to exceed the FY 23/24 injury related DUI collisions. In addition, we have a 100% increase in DUI related fatal collisions as compared to FY 23/24 grant period.

- Reduction in Impaired Driving Incidents: Our goal is to reduce our DUI-related fatal collisions from 1
  to zero, in addition to reducing our DUI-related injury traffic collisions. This will be accomplished
  through a combination of targeted enforcement, public education, and community outreach
  campaigns.
- Improved Community Trust: Enhanced collaboration between the department and residents, leading to a shared commitment to roadway safety.
- Increased Officer Efficiency: Streamlined investigations and improved prosecution success rates through accurate documentation and advanced tools.
- Enhanced Public Safety: Safer roadways for residents, workers, and visitors in Emeryville.

## **Project Performance Evaluation**

The project's performance evaluation will be data-driven, utilizing our CAD system to track and measure the effectiveness of the newly acquired technology and equipment. We will apply the same tracking and officer accountability measures used for OTS (Office of Traffic Safety) grants, ensuring consistency and reliability in our reporting.

Key performance indicators will include:

- Impaired Driver Arrests: Tracking the number of impaired drivers arrested.
- Warrant Arrests for Impaired Drivers: Monitoring the number of warrant arrests related to impaired driving.
- Traffic Enforcement: Recording the number of direct traffic enforcement citations and stops made.
- Community Events: Summarizing and documenting community events throughout the year, which are regularly posted on social media platforms and within department records.

**Evaluation and Reporting:** Monitor program outcomes through metrics such as DUI/DUID arrests, collision statistics, and community feedback.

This data will allow us to assess the effectiveness of our operations, measure the impact on impaired drivers within the city, and evaluate the sustainability of each enforcement detail. Through this ongoing review process, we will ensure that our efforts are making a measurable difference in public safety and DUI enforcement.

## **Program Sustainability**

The project performance evaluation will be data-driven from our CAD system. We will use the same tracking and officer accountability measures used when collecting data for OTS grants. These will consist of recording/reporting on the number of arrests of impaired drivers, warrant arrests for impaired drivers, direct traffic enforcement citations/stops, and summaries of our community events during the year. Our community events are posted on social media platforms weekly and are documented within the department. From this information, we will be able to review the effectiveness of our operations, their impact on impaired drivers within the city, and the sustainability of each enforcement detail.

We will continue to implement the "Safe System" approach. The Safe System approach has several key elements such as safe speeds, safe street design, safer people, Safe vehicles and post crash care. With ongoing community events and meetings with city leaders, we can discuss and implement these strategies for the City of Emeryville. This can reduce impaired driving, injury collisions, and increase roadway safety.

With ongoing roadway development, increased housing, expanding businesses, and an increasing population, we foresee a 2 to 3-year plan to analyze our data to gauge our success, possible shortcomings, what worked well, and any improvement needs. It is projected that the City of Emeryville will increase the residential population by 5,000 residents by 2028. Emeryville is a bicycle and pedestrian friendly community. The increase in residents has the potential to have a negative impact to our bicycle and pedestrian community.

## **Administrative Support**

The Emeryville Police Department has consistently applied for and have been awarded grant funding in the past from several Federal, State, and Local agencies. The Emeryville Police Department has strong City support for grants and work closely with other city departments to manage and report out on grants. The relationship the PD has with the city finance department is excellent and there are frequent meetings with the finance department relating to grants.

The Police Department has staff who administer grants as part of their regularly assigned duties. The command staff expects the grant managers meet all grant goals and reporting requirements. There are several systems in place that regulate how staff manages and administers grants. The police department is confident we will be able to use existing resources to implement this grant project.

## Schedule B

## **Detailed Budget Estimate**

Award Number	Organization/Agency	Total Amount
23401	Emeryville PD	\$67,087.20

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs		
	Hard bed cover for DUI truck	\$1,460.00
	Alco-Sensor PAS devices	\$6,568.20
	Bed Slide for DUI Truck	\$2,260.00
Ca	ategory Sub-Total	\$10,288.20
Personnel		
	DUI Saturation patrols	\$35,193.00
	Traffic Enforcement and Education	\$14,400.00
	Education/Outreach	\$7,206.00
Ca	ategory Sub-Total	\$56,799.00

Grant Total \$67,087.20
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## Schedule B-1 Budget Narrative

## **Emeryville PD**

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.

## **Other Direct Costs**

## Hard bed cover for DUI truck

\$1,460.00

(1) Hard bed cover for DUI truck.

The cost of the hard bed cover is \$1,300. The cost for installation of the cover is \$160.

#### **Alco-Sensor PAS devices**

\$6,568.20

(8) Intoximeter Alco-Sensor IV PAS devices.

#### **Bed Slide for DUI Truck**

\$2,260.00

(1) - Bed Slide

The truck bed slide will significantly enhance the organization, accessibility and longevity of DUI/DUID investigation equipment stored in the vehicle. This sliding platform allows for easy retrieval of tools, gear, and supplies without the need to climb into the truck bed, reducing strain and improving efficiency. By providing a structured storage solution, the truck bed slide helps keep DUI/DUID investigation equipment secure and minimizes the risk of damage or loss during transport. Additionally, it increases workflow efficiency by ensuring that all necessary equipment is readily accessible, ultimately improving productivity and safety for personnel utilizing the vehicle.

The cost of the bed slide is \$2100, and the cost of the installation is \$160.

## **Personnel**

## **DUI Saturation patrols**

\$35,193.00

(25) Two officer DUI Saturation patrols.

## **Traffic Enforcement and Education**

\$14,400.00

(20) Operations:

One officer will be dedicated to conducting traffic enforcement and education with a focus on impaired driving prevention and collision reduction. This dual-purpose role is designed to both enforce and inform motorists.

## Schedule B-1 Budget Narrative

## **Emeryville PD**

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.

## **Education/Outreach**

\$7.206.00

(10) OPS

(2) Officer assigned to Traffic Safety Educational Events:

Officers will be designated to represent the department at traffic safety educational events throughout the year, including but not limited to Coffee with a Cop, National Night Out, and various community outreach events. The officer's primary focus will be on public education related to traffic safety, with a strong emphasis on impaired driving prevention and promoting overall roadway safety.

Informational handouts on impaired driving, DUI laws, and general traffic safety will be distributed to enhance community awareness and engagement.