

<b>1. GRANT TITLE</b> FY25/26 CTFGP Law Enforcement - Costa Mesa Police Department	
<b>2. NAME OF ORGANIZATION/AGENCY</b> Costa Mesa Police Department	
<b>3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT</b> Costa Mesa Police Department Traffic Safety Bureau	
<b>4. PROJECT PERFORMANCE PERIOD</b> From: 07/01/2025 To: 06/30/2026	<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 \$225,472.00</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: Cecilia Gallardo Daly Title: City Manager Phone: (714) 754-5099  Address: 77 Fair Drive Costa Mesa, CA 92626  E-Mail: Cecilia.GallardoDaly@costamesaca.gov  _____ (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: ABeasley@chp.ca.gov  _____ (Signature) _____ (Date)
<b>C. ACCOUNTING OFFICER OF CHP</b> Name: M. V. Fojas Phone: (916) 843-3531 Title: Commander Fax: (916) 322-3159  Address: 601 North 7th Street Sacramento, CA 95811  E-Mail: Michelle.Fojas@chp.ca.gov  _____ (Signature) _____ (Date)	<b>10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS</b>  Name: Carol Molina Title: Finance Director Phone: (714) 754-5328  Address: 77 Fair Drive Costa Mesa, CA 92626

## 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**

### **Costa Mesa Police Department**

**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 to combat DUI and impaired driving combines targeted enforcement and public education to reduce traffic collisions and enhance safety. It includes increased DUI saturation patrols along with a collaborative effort between local businesses and public safety. Public awareness campaigns will educate drivers about the dangers of impaired driving, focusing on both alcohol and drug use, while promoting responsible behaviors and alternative transportation options. Additionally, the project will leverage data analysis to identify high-risk areas and adjust enforcement strategies accordingly. By integrating both enforcement and education, the project aims to deter impaired driving and foster a safer driving environment.

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

##### **Traffic Enforcement Staffing:**

Staffing reductions attributed to retirements and subsequent recruitment challenges have significantly decreased the number of officers available for traffic law enforcement. Currently, the Costa Mesa Police Department's Traffic Safety Bureau is staffed with only eight officers. Full staffing for the Traffic Safety Bureau is budgeted for ten full-time officers, responsible for enforcing traffic laws across the entire city, including a full-time, two-person DUI team. While the department provides traffic enforcement coverage seven days a week, the limited number of officers results in minimal daily staffing. The loss of the full-time DUI team has limited our ability for directed enforcement of impaired drivers. Traffic officers must also divide their time between critical duties, including crash investigations and other pressing law enforcement responsibilities, leaving little capacity for proactive traffic enforcement. Funding from the Cannabis Tax Fund Grant is instrumental in addressing this gap by enabling officers to dedicate time specifically to impaired driver enforcement, and broader traffic safety initiatives.

##### **DUI Enforcement:**

Costa Mesa has historically had a serious DUI problem due to numerous ABC establishments located within the city boundaries, a highly traveled freeway terminating in our city, and our roadways being used to access nearby tourist cities such as Huntington Beach and Newport Beach. To mitigate our DUI issue in Costa Mesa, a combination of prevention, enforcement, and education is crucial. Strengthening partnerships with local businesses, increasing DUI saturation patrols, and continuing public outreach efforts can help reduce the frequency and impact of DUI incidents. The Traffic Safety Bureau had a year-round, two-person DUI enforcement team in 2021 and 2022. During that time there were 1093 DUI arrests in 2021 and 941 DUI arrests in 2022. Due to loss of personnel, the DUI enforcement team was suspended in October 2023, and there were only 851 DUI arrests department-wide that year. The Traffic Safety Bureau was not able to staff a full-time DUI enforcement team in 2024, and DUI arrests dropped to 518 that year. There were 208 DUI traffic collisions in Costa Mesa in 2024. Additional Cannabis Tax Fun Grant saturation patrol funding will allow more officers to have dedicated time for proactive DUI enforcement and reduce the number of DUI collisions in Costa Mesa.



## Schedule A

### Traffic Enforcement Vehicles:

Like many other agencies, the city of Costa Mesa has faced challenges in maintaining a fully operational fleet of patrol vehicles. Issues such as on-duty crashes, mechanical failures, aging equipment, and manufacturing limitations have led to a shortage of operable patrol vehicles. This shortage has been problematic during DUI saturation patrols, which are typically conducted at night. Given the increased risks associated with riding motorcycles during nighttime hours when impaired drivers are more prevalent, officers often rely on patrol vehicles for these enforcement efforts. However, the already limited patrol vehicle fleet significantly impacts the department's day-to-day patrol operations. For DUI checkpoints, the Costa Mesa Police Department Traffic Safety Bureau currently uses older civilian police pickup trucks to transport our OTS-funded DUI checkpoint trailer, DUI message boards, and other DUI checkpoint equipment. Recognizing the need for an enforcement-specific vehicle with towing and storage capabilities, the Traffic Safety Bureau has observed other local agencies successfully utilizing DUI-specific enforcement vehicles funded through grants.

### Traffic Enforcement/Education:

Driving under the influence (DUI) continues to be a leading cause of traffic-related injuries and fatalities, posing a serious threat to public safety. Despite existing laws and enforcement efforts, many drivers remain unaware of the full risks and legal consequences of impaired driving. Public education is a crucial component in preventing DUI incidents by increasing awareness, changing behaviors, and promoting responsible decision-making. However, our agency often lack the necessary funding to implement comprehensive DUI prevention programs. Cannabis Tax fund grant for public education on DUI prevention would allow us to develop and distribute educational materials, host community workshops, and launch awareness campaigns targeting at-risk populations. By utilizing community partnerships, agencies can effectively educate the public on the dangers of impaired driving, alternative transportation options, and the legal repercussions of DUI offenses. Strengthening public education efforts will contribute to safer roadways, reduce impaired driving incidents, and foster stronger relationships between law enforcement and the communities we serve.

### DUI Related Traffic Collisions

- 2022
  - Fatal 1
  - Caused Injury 80
  - Injured 119
- 2023
  - Fatal 1
  - Causing Injury 46
  - Injured 63
- 2024
  - Fatal 0
  - Caused Injury 59
  - Injured 90

### Solution

#### Equity:

The Costa Mesa Police Department is committed to providing law enforcement services to the community with due regard for the racial, cultural or other differences of those served. The Costa Mesa Police Department will provide law enforcement services and enforce the law equally, fairly, objectively, and without discrimination toward any individual or group.

## Schedule A

### Strategies:

Due to the recession of 2008, Costa Mesa Police Department staffing levels have not recovered to full strength, resulting in the inability to staff our DUI and Traffic Enforcement Operations sufficiently. To deter the rise of injury traffic collisions, there is a need to supplement traffic and DUI enforcement operations using personnel on an overtime basis, strategically deploying them to have the largest impact and visibility to the public. The Costa Mesa Police Department Traffic Safety Bureau has slowly been increasing staffing levels, and as of 2021, it implemented a permanent DUI enforcement team until November 2023 when staffing levels dropped again and it was no longer possible to fill those positions. The increase in drivers who are displaying signs and symptoms of both alcohol and drugs, specifically marijuana, has grown exponentially. The Costa Mesa Police Department has experienced an increase in the refusals of the chemical test requirement associated with driving under the influence arrests. As a result, both traffic and patrol officers are spending a significant amount of time during the booking process requesting "McNeely" warrants to obtain the chemical test (blood draw).

Additionally the Cannabis Tax Funding Grant will allow officers dedicated time for DUI saturation patrols, without having to split their enforcement time with crash investigations and other police matters. With funding from Cannabis Tax Funding Grant, the department plans to purchase a heavy-duty, tow-capable enforcement vehicle, featuring distinct "DUI Enforcement" markings as well as acknowledgement of sponsorship by Cannabis Tax Funding Grant. This vehicle will be utilized not only for DUI checkpoints and DUI saturation enforcement operations but also for traffic education displays and publicity campaigns, including social media posts. Driving this vehicle throughout the city will serve as a visible, constant reminder of the dangers of impaired driving and reinforce the department's commitment to traffic safety.

The legal blood alcohol concentration (BAC) limit for operating a motor vehicle in California is widely known to be below 0.08%. However, many individuals may not fully understand how much or how little alcohol it takes to reach or exceed this limit. To address this, the Costa Mesa Police Department is seeking the Cannabis Tax Fund Grant to support the Know Your Limit campaign. As part of this initiative, officers patrol Costa Mesa's entertainment districts on foot, engaging with patrons outside bars and clubs. Volunteers are asked to estimate their current BAC and assess whether they believe they are safe to drive. They then use a breathalyzer in front of their peers to compare their perceived and actual levels of impairment. This interactive approach serves as an educational tool, reinforcing the importance of responsible decision-making and encouraging the use of designated sober drivers within the Costa Mesa community.

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

40 DUI Saturation Patrols (Q1=10, Q2=10, Q3=10, Q4=10): Aim to reduce DUI/DUID deaths or bodily injury, which will improve roadway safety measures in the community.

1 Message Board for DUI Checkpoints and Educational Messaging (Q1= Purchase, Q2-Q4 Receive and 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. This will notify the public and allow motorists to slow down and prepare for a driver's license and DUI Checkpoint. This will reduce public safety risk and allow safety of the employees of the Costa Mesa Police Department. Based on awareness of a DUI checkpoint message board will allow the measurement to reduce the amount of traffic collisions or unsafe driving behaviors by 10%.

1 DUI/Traffic Enforcement vehicle / Checkpoint Tow Vehicle (Q1= Purchase, Q2-4 Receive and upfit of the vehicle capable of towing trailer and supplies for DUI Checkpoint: We will utilize the vehicle to conduct DUI/DUID and traffic enforcement. It will also give us the capabilities to tow our DUI trailer to DUI checkpoints. Having a vehicle available to work DUI saturation patrols will aim to reduce DUI/DUID deaths by 10%, which will improve roadway safety in the community. Also having a vehicle capable of towing a DUI trailer will assist us in conducting DUI Checkpoints reducing another 10% of crashes due to impaired driving.

8 Know your limit campaigns (Q1=2, Q2=2, Q3=2, Q4=2: Aim to contact patrons attending entertainment venues in the City of Costa Mesa and increase awareness of driving under the influence. This interactive approach serves as an educational tool. We aim to contact at least 50 citizens each quarter to increase awareness of driving under the influence. The officers will educate the public on the implications of impaired driving.

## **Schedule A**

### **Project Performance Evaluation**

- Prepare and submit grant claim invoices (due each quarter)
- Prepare and submit Quarterly Performance Reports (QPR)
- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities.
- Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

### **Method of Evaluation:**

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

### **Administrative Support:**

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

### **Program Sustainability**

To prioritize recruitment and hiring efforts, a phased approach will be implemented to restore full-time positions within the Traffic Safety Bureau. This initiative will allow for dedicated DUID enforcement without full reliance on grant-funded overtime operations. Current projections indicate that staffing levels are improving.

In the short term, a financial assessment will identify essential grant-funded programs, and budget reallocation will prioritize critical expenditures. Over the mid-term, revenue diversification strategies and efficiency improvements will be pursued to optimize resources. Additionally, advocacy efforts will focus on securing stable funding through local and state allocations.

In the long term, self-sustaining initiatives, including grant funds, will be established to create continuous revenue streams. A grant contingency plan will also be developed to mitigate financial risks and ensure uninterrupted operations. Through this strategic approach, the organization will gradually reduce dependency on grants while maintaining essential public services and achieving long-term financial sustainability.

### **Administrative Support**

Administrative Support: This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

## Schedule B

### Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
23311	Costa Mesa Police Department	\$225,472.00

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs	DUI/DUID Vehicle - Outfitting	\$20,000.00
Category Sub-Total		<b>\$20,000.00</b>
Personnel	Education/Outreach	\$22,032.00
	DUI Saturation Patrol	\$73,440.00
Category Sub-Total		<b>\$95,472.00</b>
Equipment	DUI Patrol Vehicle	\$80,000.00
	Message Board	\$30,000.00
Category Sub-Total		<b>\$110,000.00</b>

Grant Total	<b>\$225,472.00</b>
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## **Schedule B-1 Budget Narrative**

### **Costa Mesa Police Department**

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**

##### **DUI/DUID Vehicle - Outfitting**

\$20,000.00

Install standardized Code 3 equipment, radios, storage organizers, back seat inmate transportation, weapon security = \$20,000

1 DUI/Traffic Enforcement vehicle / Checkpoint Tow Vehicle outfitting. (Q1= Purchase, Q2-4 Receive and upfit of the vehicle capable of towing trailer and supplies for DUI Checkpoint: We will utilize the vehicle to conduct DUI/DUID and traffic enforcement. It will also give us the capabilities to tow our DUI trailer to DUI checkpoints. Having a vehicle available to work DUI saturation patrols will aim to reduce DUI/DUID deaths by 10%, which will improve roadway safety in the community. Also having a vehicle capable of towing a DUI trailer will assist us in conducting DUI Checkpoints reducing another 10% of crashes due to impaired driving.

Ballistic Panels:

Labor for Front Doors install: \$500

IIIA doors: \$ 874.80

Shipping: \$285

Total \$2708.94

Window Tint: \$135

DMS Full Graphics

Graphics: \$840.00

Install: \$330

Artwork: \$150.00

Total: 1,385.10

All estimates are attached.

#### **Personnel**

##### **DUI Saturation Patrol**

\$73,440.00

40 DUI Saturation Patrols = \$153 / hour (Overtime), 6 hour shifts, 2 officers = \$1,836

40 operations \$73,440

##### **Education/Outreach**

\$22,032.00

8 "Know Your Limit" operations = \$153 / hour (Overtime), 6 hour shifts , 3 officers = \$2,754

operations \$22,032

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

### **Costa Mesa Police Department**

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.

#### **Equipment**

##### **Message Board**

\$30,000.00

1 Message Board for DUI Checkpoints and Educational Messaging (Q1= Purchase, Q2-Q4 Receive and 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. This will notify the public and allow motorists to slow down and prepare for a driver's license and DUI Checkpoint. This will reduce public safety risk and allow safety of the employees of the Costa Mesa Police Department. Based on awareness of a DUI checkpoint message board will allow the measurement to reduce the amount of traffic collisions or unsafe driving behaviors by 10%.

##### **DUI Patrol Vehicle**

\$80,000.00

Chevrolet Silverado capabilities to tow DUI Trailer. Outfit vehicle same as fleet. Marked and primarily used for Driving under the influence enforcement.

1 DUI/Traffic Enforcement vehicle / Checkpoint Tow Vehicle (Q1= Purchase, Q2-4 Receive and upfit of the vehicle capable of towing trailer and supplies for DUI Checkpoint: We will utilize the vehicle to conduct DUI/DUID and traffic enforcement. It will also give us the capabilities to tow our DUI trailer to DUI checkpoints. Having a vehicle available to work DUI saturation patrols will aim to reduce DUI/DUID deaths by 10%, which will improve roadway safety in the community. Also having a vehicle capable of towing a DUI trailer will assist us in conducting DUI Checkpoints reducing another 10% of crashes due to impaired driving.