



MEMORANDUM

Los Gatos-Monte Sereno Police Department

TO: CHRIS CONSTANTIN, TOWN MANAGER

MAYOR REVIEW *PER PHONE
CONVERSATION
7/3/25*

FROM: JAMIE FIELD, CHIEF OF POLICE

SUBJECT: **CANNABIS TAX FUND GRANT PROGRAM (CTFGP) AGREEMENT
APPROVAL SIGNATURE AND GRANT ACCEPTANCE**

DATE: July 2, 2025

RECOMMENDATION:

It is recommended that the Town Manager execute an agreement with the Department of California Highway Patrol for acceptance of the Cannabis Tax Fund Grant Program (CTFGP) award in the amount of \$248,955.98. The electronically signed Grant Agreement need to be executed no later than ten (10) calendar days from June 24, 2025.

BACKGROUND:

In February 2025, the Los Gatos-Monte Sereno Police Department applied for the California Highway Patrol (CHP) Law Enforcement: Small and Mid-Size Organizations/Agencies Cannabis Grants Unit (CGU). These law enforcement grants provide financial assistance to allied agencies for education, prevention, and enforcement related to driving under the influence of alcohol and drugs, including cannabis and cannabis products.

The goal of the program is to educate the public about the dangers of impaired driving, enforce impaired driving laws, and enhance the effectiveness of participating agencies through training and strategic development. Following the passage of Proposition 64 (the Control, Regulate, and Tax Adult Use of Marijuana Act - AUMA), California voters mandated the allocation of funds to CHP for awarding grants to local governments and qualified nonprofits, as outlined in Revenue and Taxation Code Section 34019(f)(3)(B).

PREPARED BY: JAMIE FIELD
Chief of Police, Police Department

Reviewed as necessary: Town Manager, Assistant Town Manager, Town Attorney, Finance Director

DATE: July 2, 2025

SUBJECT: **CANNABIS TAX FUND GRANT PROGRAM (CTFGP) AGREEMENT APPROVAL
SIGNATURE AND GRANT ACCEPTANCE**

The Cannabis Tax Fund Grant Program represents a significant step toward reducing impaired driving crashes, increasing awareness of the dangers of impaired driving, and making California's roadways safer.

DISCUSSION:

The Los Gatos-Monte Sereno Police Department is pleased to announce the receipt of a grant totaling \$248,955.98 from the California Highway Patrol through the Cannabis Tax Fund Grant Program (CTFGP). This funding is designated to support initiatives aimed at reducing and addressing impaired driving within our community.

The Town's application for the CTFGP was developed by the Los Gatos-Monte Sereno Police Department and outlines a comprehensive plan to mitigate the risks associated with impaired driving. These risks have been heightened by factors such as high-volume cut-through traffic, a lively downtown nightlife, and major upcoming events like Super Bowl LX and the FIFA World Cup. Recent data shows a concerning rise in DUI arrests and DUI-related traffic collisions over recent years.

To address these issues, the proposed strategy includes:

- **Enhanced Enforcement:** Conduct eight targeted DUI saturation patrols (two officers for six hours each), focusing on high-risk times and locations.
- **Training:** Allocate funds for five officers to complete Standardized Field Sobriety Tests (SFST) training, four officers to undertake Advanced Roadside Impaired Driving Enforcement (ARIDE) training, and one officer to obtain Drug Recognition Expert (DRE) certification. These training efforts will strengthen the department's capacity to identify and manage impaired drivers effectively.
- **Equipment Acquisition:** Purchase and outfit two new Ford Explorer Police Interceptor Utility vehicles, designated specifically for DUI enforcement during the grant period, to be integrated into routine traffic enforcement activities.

Once accepted, the Town will be legally obligated to:

- Comply with all project, reporting, and financial requirements specified in the grant application, agreement, and relevant regulations (notably Title 13, California Code of Regulations, Division 2, Chapter 13).

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- Use all grant-funded equipment and vehicles primarily for DUI enforcement and educational purposes for at least six years.
- Submit quarterly and final (closeout) reports detailing progress, performance, and expenditures, maintaining supporting documentation for at least five years after the grant concludes.
- Follow Town policies regarding vehicle procurement, assignment, maintenance, and disposal, and adhere to CHP procedures for notifying and obtaining approval for equipment disposition.
- Fulfill all other applicable state and federal administrative requirements, including policies related to non-discrimination, conflicts of interest, a drug-free workplace, and sound financial management.

CONCLUSION:

Staff recommends that the Town Manager execute an agreement with the California Highway Patrol for acceptance of the Cannabis Tax Fund Grant Program (CTFPG) award in the amount of \$248,955.98.

FISCAL IMPACT:

The Town of Los Gatos will receive \$248,955.98 in state grant reimbursement funding to support enhanced DUI enforcement, officer training, and the acquisition of two new marked patrol vehicles with supporting equipment.

- No matching funds are required.
- All eligible costs must be incurred and reimbursed within the one-year grant performance period (July 1, 2025 – June 30, 2026).
- The Town will assume all ongoing operating and maintenance costs for the grant-funded vehicles for their useful life (estimated six years), in accordance with Town vehicle policy and grant terms.
- Failure to comply with grant requirements may result in repayment obligations or loss of eligibility for future funding.

Attachments:

Attachment 1: Grant Agreement (FY25/26 CTFGP Law Enforcement – Los Gatos-Monte Sereno PD)

1. GRANT TITLE FY25/26 CTFGP Law Enforcement - Los Gatos-Monte Sereno Police Department	
2. NAME OF ORGANIZATION/AGENCY Los Gatos-Monte Sereno Police Department	
3. ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT Los Gatos-Monte Sereno Police Department /Support Services/Traffic Division	
4. PROJECT PERFORMANCE PERIOD From: 07/01/2025 To: 06/30/2026	5. PURCHASE ORDER NUMBER
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 \$248,955.98	
8. TERMS AND CONDITIONS The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference. The parties hereto agree to comply with the Terms and Conditions of the following attachments: <ul style="list-style-type: none">• Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure• Schedule B – Detailed Budget Estimate• Schedule B-1 – Budget Narrative We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions. IN WITNESS WHEREOF, this Grant Agreement is executed by the parties hereto.	
9. APPROVAL SIGNATURES A. AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY Name: Chris Constantin Title: Town Manager Phone: (408) 354-6837 Address: 110 E Main Street Los Gatos, CA 95030 E-Mail: CConstantin@losgatosca.gov Chris Constantin Digitally signed by Chris Constantin Date: 2025.07.03 12:24:01 -07'00' 7/3/2025 (Signature) (Date)	B. AUTHORIZED OFFICIAL OF CHP 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)
C. ACCOUNTING OFFICER OF CHP 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)	10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE REIMBURSEMENT PAYMENTS Name: Heather St. John Title: Senior Management Analyst Phone: (408) 827-3218 Address: 110 E Main Street Los Gatos, CA 95030

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

Los Gatos-Monte Sereno 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 Los Gatos-Monte Sereno Police Department (LGMSPD) is dedicated to vehicle enforcement efforts in order to maintain safer streets and reduce property damage, injuries, and fatal collisions as result of impaired driving behaviors. During Fiscal Year 2025/26, LGMSPD's proposed project seeks to increase DUI/DUID directed patrol and saturated enforcement efforts, enhance officer training and expertise, and fund DUI/DUID enforcement tools and equipment. The funding request for this project consists of staff salary overtime costs for eight (8) dedicated saturation enforcement events (for two officers at 6-hour durations), two (2) dedicated marked DUI enforcement patrol vehicles, Standard Field Sobriety Tests (SFST) training costs for five (5) officers, Advanced Roadside Impairment Driving Enforcement (ARIDE) training costs for four (4) officers, and Drug Recognition Expert (DRE) training costs for one (1) officer.

Problem Statement & Proposed Solution

The Los Gatos-Monte Sereno Police Department is in the Santa Clara County and provides police services for the Town of Los Gatos and City of Montes Sereno. The jurisdictions have a combined total of approximately 13.5 square miles of geographical land a residential population of approximately 36,000 people. During the day, physical population in Los Gatos is increased by 30% due to students attending Los Gatos schools, daytime workers at local businesses and residences, commuters, and traveled visitors. Los Gatos has two major state highways, (Hwy 17 and Hwy 85) which run directly through the Town of Los Gatos and act as a primary thoroughfare for vehicular traffic to and from the Santa Clara County and Santa Cruz County. Similar to many small towns which are located in between major destination cities and as a county border jurisdiction, the Town experiences the significant and negative impacts of elevated cut-thru vehicle traffic on local arterial streets when highways are congested. Primarily, this is prevalent during the summer months from beach traffic, bad weather in the winter months, and when Hwy 17 experiences vehicle collisions and hazards. In previous years, the Town Council along with Town staff requested assistance from state officials with addressing the local traffic impacts but given the current infrastructure and number of vehicles traveled, this problem is a complex issue to resolve and continues to persist and pose an increase to vehicle and roadway safety in the downtown neighborhoods of Los Gatos. The increased vehicle traffic and long traffic delays congesting the downtown business district and residential neighborhoods often leads to bad driving behaviors and the potential for hazardous conditions. In Fiscal Year 2025/26 the Santa Clara County will host two major national sporting events, Super Bowl LX and FIFA World Cup. These events will likely compound population and traffic flow in surrounding jurisdictions and dramatically increase some of the DUI/DUID concerns posed to the town for several weeks of the event festivities.

The Los Gatos-Monte Sereno Police Department has been closely tracking traffic collision data over the past several years due to recent collision fatalities and community concern and outreach for safer streets due to excessive speeds, impaired driving, and overall traffic congestion. Additionally, the Town has seen an increase in the economic vitality of local businesses downtown, specifically an increase in the food and beverage industry which attracts restaurant and bar patrons during peak times. This has led to increased calls for service in the downtown business district involving vehicle traffic and alcohol intoxication related incidents. Between 2022 and 2024 the Town of Los Gatos permitted special events which contained an Alcohol beverage Control License/Permit issued (for the special event) increased from 6 events per year to 24 special events in 2024. This metric also contributes to an alcohol consumption, intoxication, and potential for impaired driving on special event permitted dates.

Schedule A

The department reviewed various data points in the last several years and have identified some concerning trends related to DUI/DUID and vehicle collisions. In 2022, LGMSPD reported a total of 192 vehicle collisions, 58 which involved injuries (30%). In 2023, this alarming trend increased to a reported 213 total vehicle collisions, 85 which involved injuries (40%). In 2022, 8% of the collisions involving DUI/DUID resulted in injuries to involved parties and in 2023 this statistic dramatically increased to 30% of the DUI/DUID collisions resulted in injuries to involved parties. In 2024, the rising trend of collisions involving DUI/DUID which resulted in injuries to involved parties increased again to 35%. LGMSPD is committed to reducing the number of injured parties as result of vehicle collisions and specifically reducing the injury collisions which involved impaired DUI/DUID driving behaviors.

Data related to driving under the influence or driving while impaired without traffic collisions as a factor was also reviewed and resulted in trends of significant increase. In 2022, LGMSPD made 47 arrests involving DUI/DUID and in 2023 made 50 arrests involving DUI/DUID. In 2024, additional patrol enforcement during peak DUI/DUID times and locations were targeted by patrol officers, which resulted in 70 DUI/DUID related arrests, an increase of 40% in DUI/DUID arrests made within a two-year period. It should also be noted that the average Blood Alcohol Content (BAC) level of drivers arrested in 2024 was .15%, almost doubled the legal limit of .08%. The increase in arrests and interventive measures taken to combat driving while impaired is contributed primarily to increased patrols and enforcement efforts by officers during a patrol shift. While directed enforcement efforts have proven to be effective in increasing intervention and the number of arrests for DUI/DUID., this also proves that impaired driving behaviors are present within the targeted areas of the jurisdiction. With current staffing shortages the ability for patrol resources to focus primarily on traffic and DUI/DUID enforcement on a regular basis is minimal, and these metrics are primarily reflective of directed enforcement during patrol discretionary time in between calls for service. Traffic officers are often integrated with patrol staffing and conduct additional overtime high visibility traffic enforcement in and around the downtown business district, during and post special town events, and during elevated traffic congested times. Although, directed saturated enforcement events with dedicated resources with a primary focus on DUI/DUID enforcement would increase productivity and statistical measures.

Patrol vehicles equipped with emergency equipment, safety equipment, and prisoner transportation capabilities are required to conduct special enforcement efforts and are assigned to patrol officers on every shift. LGMSPD currently has a limited inventory of 11 patrol equipped vehicles in the fleet to outfit 10 patrol officers on any given day. The need for additional patrol vehicles is paramount to allow motor officers and special traffic enforcement officers to be able to perform saturated patrols throughout the year, and to increase the effectiveness of any saturated or directed enforcement efforts and campaigns.

In addition, LGMSPD has experienced a lot of transition in sworn personnel due to attrition in the last two years. Currently, over 40 % of sworn personnel has less than four years of experience, and less than 35% of all sworn personnel have attended a Standard Field Sobriety Tests (SFST) training, less than 10% have attended an Advanced Roadside Impairment Driving Enforcement (ARIDE) training, and 0% are Drug Recognition Expert (DRE) certified. The department recognizes the importance of these trainings and has incorporated these into the department training plan and also utilizes the expertise from these trainings to incorporate into the Community Police Academy for public awareness. Although, given the rate of turnover and overall personnel costs to allow officers to attend these trainings and enhance their DUI/DUID experience it is financially burdensome to a small agency. Due to overtime budgetary constraints and anticipated fiscal deficits, the allocation of overtime costs for adequate and dedicated saturation DUI/DUID enforcement in addition to patrol resources does not appear to be feasible under the existing Police Operating Budget, without the consideration of grant funding to assist with achieving goals and expectations. The CA-CTFG funding opportunity fits these exact goals in providing grant funds to support local small agencies in DUI/DUID enforcement efforts, reducing vehicle collision injuries, and promoting the awareness and education of the negative impacts of DUI/DUID driving behaviors.

Schedule A

Performance Measures/Scope of Work

The Los Gatos-Monte Sereno Police Department has seen an increase in DUI/DUID arrests within the last two years by 40%. This overwhelming increase can be contributed to variable factors of increased vehicle stops by patrol officers, geographic location within proximity of alcohol establishments, time of day, etc. Yet, the problem is present and persistent as the numbers reflect that individual continue to make the decision to drive while impaired. The overall performance measure would be based on the reduction of total collisions involving DUI/DUID, and an increase in the total number of DUI/DUID arrests by 10% as result of increased saturated patrols.

DUI/DUID Saturation Patrols & Enforcement Events:

Eight (8) saturation DUI/DUID patrol events will occur in during the four-quarter period of this grant program (Q1=2, Q2=2, Q3=2, Q4=2). The department will conduct saturation patrol events with the goal of increasing their proactive DUI/DUID arrest statistics by 10-15%, which will increase roadway safety, act as a deterrent and preventative measure against DUI driving behavior and improve overall community confidence in addressing hazardous driving related concerns.

DUI Patrol Vehicles:

Two (2) DUI/DUID Enforcement Vehicles (2025 Ford Police Utility vehicles) would be dedicated and utilized during these saturated patrols with dedicated overtime officers assigned to this program. If grant funding is approved for the purchase and build out of the two DUI/DUID Enforcement Vehicles, department staff would immediately initiate a fleet purchase order for the DUI/DUID Enforcement Vehicles within the first month of the performance period (Quarter 1) and proceed with purchase and equipment build out from the Town's contracted vendor. In the event there is a delay on DUI/DUID Enforcement Vehicle availability, the department may re-evaluate and adjust the timeline and number of DUI/DUID saturation patrols within the first quarter of the grant period and increase the frequency of events in Q2-Q4 to fulfill the total number of events. The estimated timeline for the DUI/DUID Enforcement Vehicles is approximately 2-4 months from the time of purchase to providing a fully equipped vehicle. The department seeks to order the DUI/DUID Enforcement vehicles prior to or during Quarter 1 of the grant period and expects to integrate DUI/DUID Enforcement Vehicles by the end of Quarter 1 or beginning of Quarter 2 to perform programmed DUI/DUID Enforcement saturated patrols. In addition to the grant activities, these vehicles would also be utilized when participating with outside jurisdictional DUI/DUI checkpoints (bi-annually), regionalized traffic enforcement (quarterly), and for ongoing localized DUI/DUID Enforcement and saturated patrols during holidays and special events outside the scheduled grant reimbursed events to promote deterrence. For fleet consistency, the department has selected Ford Patrol Interceptor DUI/DUID vehicles as the primary choice, but based on availability and funding allocated, the department would consider other available fleet options which meet the authorized grant allocation. The department will conduct quarterly vehicle inspections and ensure routine maintenance and repairs are performed on the vehicles in conjunction with the existing vehicle fleet for the remaining service life of the vehicle.

Trainings:

LGMSPD is committed to providing officers with the best training available to enhance their individual knowledge and experience, but more importantly to integrate learned concepts to enhance their overall performance and skillsets in promoting a safe community. The performance measure for sending officers to specialized DUI/DUID training courses would be to see increased performance results of the individual officers when conducting their DUI/DUID investigations and contacts. The department will track SFST vehicle stops (when SFST's were conducted) throughout the grant period and expect an overall increase of DUI/DUID arrests by 10%.

Five (5) officers will be assigned to attend the 24-hour Standard Field Sobriety Tests (SFST) training during the grant period (Q1=2, Q2=3). The department will seek to send 2-3 officers at a time to minimize the impact on staffing at one time. Based on the availability and the frequency for which this training course is offered, the department will make it a goal to ensure the training for these officers occurs within Q1 and Q2 and require them to apply their learned skillsets as a part of the saturation DUI/DUID patrol events and during their routine patrol shifts. The Traffic and Patrol Sergeants will conduct audits of trained personnel to ensure that SFST training methods are being utilized during DUI/DUID enforcement stops. Newly trained officers should strive to increase proactive enforcement vehicle stops by 10% upon completion of training.

Schedule A

Four (4) officers will be assigned to attend the 16-hour Advanced Roadside Impairment Driving Enforcement (ARIDE) training during the grant period (Q2=2, Q3=2). The department will identify two traffic officers and two patrol officers who have completed the SFST training and who have shown an interest and high level of activity in DUI/DUID enforcement. Based on the availability and the frequency for which this training course is offered, the department will make it a goal to ensure the training for these officers occurs within Q1 and Q2 and require them to apply their learned skillsets as a part of the saturation DUI/DUID patrol events and during their routine patrol shifts. The Traffic Sergeant and officers who have attended ARIDE will assist with coordination of the saturation patrol events. ARIDE trained officers should increase proactive DUI/DUID enforcement vehicle stops by 15% upon completion of training and will be encouraged to request assignment to the Traffic Team and Traffic Collision Reconstruction Team. LGMSPD is seeking additional traffic officers who will be assigned primarily to vehicle enforcement, collision investigations, and DUI/DUID Field Training Officers for new officers during their training program.

One (1) DRE officer will be assigned as a Drug Recognition Expert upon successful completion of SFST and ARIDE training within the grant period (Q3=1), and once they have displayed dedication to DUI/DUID investigation and being a department resource and expert for other officers and as needed for courtroom testimony.

Project Performance Evaluation

The Los Gatos-Monte Sereno Police Department's request for staff and equipment funding for DUI/DUID saturation patrols and enforcement, personnel training costs for Standard Field Sobriety Test (SFST) courses, Advanced Roadside Impaired Driving Enforcement (ARIDE) courses, and Drug Recognition Expert (DRE) course, will be evaluated on a quarterly basis by dedicated staff personnel assigned to the Traffic Division & Training Division. A Traffic Sergeant will be assigned to oversee and submit the quarterly performance evaluations, establish and assign staffing and equipment dedicated to DUI/DUID saturation events, and manage overall statistics related to arrests, frequency of DUI/DUID SFST and DRE investigations conducted in the field, and collision tracking as it relates to DUI/DUID. The department will utilize Crossroads Analytics software and Sun Ridge RIMS Records Management System to provide data reports on a quarterly basis, identify hazardous locations relative to collision and DUI/DUID prone areas, day and times of peak violations, and any specific special permitted events and holidays which may influence an increase in DUI/DUID risks (such as major planned events in FY 25/26 hosted within the Santa Clara County - Super Bowl LX and FIFA World Cup). The LGMSPD social media team will also assist in providing community messaging related to increased saturation DUI/DUID patrol efforts and provide the public with statistical results of all efforts. In addition, the LGMSPD Traffic Sergeant is a Town Staff Representative on the Town of Los Gatos Completes Streets and Transportation Committee and will provide updates on the performance of the program on a monthly basis. Finally, data analysis and statistical measures will be reported to CHP-CTG on a quarterly basis to provide performance evaluation results as a part of the grant requirements.

Program Sustainability

The Los Gatos-Monte Sereno Police Department request for grant funding through this grant for FY 25/26 is \$248,955.98. LGMSPD is a small agency, 39 sworn officers, 20 non-sworn staff members, and the department has a limited operating expenditure budget for the allocation of additional training funds, additional equipment costs, and the grant program staff overtime costs. The training budget for the entire department does not allow for more than one training per staff member to attend during a 1-year period, and at times based on course and travel costs, often this is reduced based on individual needs and training priorities. This grant request for one-time funding for SFST, ARIDE, and DRE training for select personnel would assist in increasing our internal training programs for future years, allow for greater flexibility with additional staff members who are trained in DUI/DUID, and allow the ability to dedicate trained personnel to future DUI/DUID enforcement efforts and campaigns throughout the region. To assure the value, knowledge and confidence in the materials learned in the trainings, and that this information is passed along to other sworn members of the organization, the department will place an emphasis on training FTO personnel. We recognize that other agencies may also be requesting grant funding, but we ask that the CA CTFG grant administration also consider that LGMSPD has a need for additional officers to be trained (to increase expertise and the ability to be effective in the field and during court testimony) and a need to allocate necessary equipment and resources for a successful DUI/DUID saturation enforcement program over the next year. LGMSPD is committed to the goals and outcomes of this grant program to enhance the safety of the community and to save lives from impaired driving behaviors.

Schedule A

The equipment request for this grant program is for two 2025 Ford Explorer Patrol Vehicles which would be utilized by LGMSPD Officers for DUI/DUID saturation patrol efforts and dedicated traffic enforcement efforts by the Traffic Team. The motor officers would transition and utilize these vehicles during inclement weather patterns, and dedicated patrol officers assigned to special events and DUI awareness would share these assets for saturation DUI/DUID scheduled events. LGMSPD in partnership with the Town of Los Gatos fleet manager has discussed the future allocation and replacement of these grant funded vehicles if we were granted this request. LGMSPD and the Town of Los Gatos is prepared to incorporate these requested vehicles into the ongoing Vehicle and Equipment Maintenance and Replacement schedules for the duration of the service life of the vehicles (6 years - through FY 30/31) and have anticipated a fiscal cost replacement for these assets through our annual operating budget process thereafter initial allocation. LGMSPD and the Town of Los Gatos would be responsible for any and all maintenance costs and/or replacement costs of the vehicles during this six-year period and in accordance with fulfillment of the grant requirements.

Administrative Support

The Los Gatos-Monte Sereno Police Department and Town of Los Gatos Administration is fully supportive of pursuing this grant opportunity for ongoing efforts to identify and increase enforcement efforts through saturation directed patrols for impaired DUI/DUID drivers and supplementing training and equipment needs. The Town of Los Gatos and LGMSPD are familiar with grant management and providing necessary documentation for reimbursement funding and quarterly report documentation. The LGMSPD Traffic Sergeant will be responsible for preparing operational plans, statistical reporting requirements, and staffing grant activities specific to each DUI/DUID saturation patrol event. The Department's Training Manager will coordinate efforts with the Support Services Captain and Budget Analyst in conducting audits and oversight of the selection of personnel who are assigned to attend grant funded training courses. The Traffic Sergeant and Support Services Captain will oversee and manage the allocation of any grant funded vehicles, build-outs, and equipment requests. The Town's Fleet Manager and the Traffic Sergeant have already obtained reliable quotes from reputable and approved government fleet vendors and contractors which the Town already has existing agreements with. It is anticipated that the purchase of the requested grant vehicles and equipment within this application can be made within Quarter 1 of the grant cycle, and any grant funded training and saturation patrol events would occur in Quarter 1 through Quarter 4.

In previous years, the Los Gatos-Monte Sereno Police Department has received grant funding the Office of Traffic Safety for the purchase and implementation of Crossroads Collision Software and Crossroads Electronic Citation module. All quarterly reports, implementation deadlines, and purchasing requirements stipulated by the grant were met for the OTS grant. LGMSPD has not been awarded any other grant funding which would supplement this grant program request, and LGMSPD has never applied for the California Highway Patrol Cannabis Tax Fund Grant Program. The department is excited for this opportunity in pursuing a specific program with dedicated and funded resources in addressing an increase in DUI/DUID incidents, reducing injury related vehicle collisions, and improving local community safety.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
23354	Los Gatos-Monte Sereno Police Department	\$248,955.98

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs	DUI Patrol Vehicle - Outfitting	\$70,138.00
Category Sub-Total		\$70,138.00
Personnel	DUI Saturation Patrol	\$12,836.16
	SFST Training - Attend	\$16,045.20
	DRE Training - Attend	\$9,627.12
	ARIDE Training - Attend	\$8,557.44
Category Sub-Total		\$47,065.92
Travel	SFST Training - Attend Travel	\$5,958.30
	DRE Training - Attend Travel	\$3,706.00
	ARIDE Training - Attend Travel	\$3,357.76
Category Sub-Total		\$13,022.06
Equipment	DUI Patrol Vehicle	\$118,730.00
Category Sub-Total		\$118,730.00
Grant Total		\$248,955.98

Schedule B-1 Budget Narrative

Los Gatos-Monte Sereno 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 Patrol Vehicle - Outfitting

\$70,138.00

DUI/DUID Vehicles - Outfitting Costs

*Standard (LEHR) Police Vehicle Package Build Out Costs (All Emergency Lighting Equipment, Siren Controls, Speakers, Wiring Harnesses, Prisoner Transport Window bars, Console Mounts, MDC Mounts, Radio Console Harnesses Aux Lighting Retro): \$27,070.55 Per Police Vehicle Unit / 2 Vehicle Units + Installation = \$54,141.10

*Axon Fleet 3 In-Car Camera ALPR Dash Camera License #80441 Per Unit \$588, 2 Qty. = \$1,176

*Axon Fleet 3 Camera TAP #80458 Hardware \$1,788 Per Unit, 2 Qty. = \$3,576

*Motorola Vehicle Mobile Radio APX 8500 Dual Band \$4,302.39 Per Unit, 2 Qty. = \$8,604.78

*Decals & Tint for 2 Qty. DUI/DUID Enforcement Vehicles = \$2,000

*Total Other Direct Costs: Outfitting Costs 2 Qty. DUI/DUID Vehicles = \$69,497.88

Personnel

DRE Training - Attend

\$9,627.12

1 DRE Training Event = \$9627.12

1 Officer / 72 Hours Per Officer = OT Rate \$133.71 Per Hour / 72 Hours = 9627.12

DUI Saturation Patrol

\$12,836.16

8 DUI Saturation Patrols with 2 Officers for 6-Hour Operational Shifts = 48 Hours Total.

1 Qty. Patrol Officer OT Rate \$133.71 / Per Hour / 48 Hours Total for 8 Events = \$6,418.08

1 Qty. Patrol Officer OT Rate \$133.71 / Per Hour / 48 Hours Total for 8 Events = \$6,418.08

- Total 2 Officers OT Costs DUI/DUID Saturation Patrols = \$12,836.16 (*OT Rate \$133.71 Calculated with Benefits Included)

SFST Training - Attend

\$16,045.20

5-SFST Training Events = \$16,045.20

5 Officers / 24 Hours Per Officer / 120 Hours = OT Rate \$133.71 Per Hr. / 120 Hours = \$16,045.20

ARIDE Training - Attend

\$8,557.44

Officer OT \$133.71 Per Hour / 16 Hours Per Officer / 4 Officers / 64 Hours Total = \$8,557.44

Travel

ARIDE Training - Attend Travel

\$3,357.76

*ARIDE Training *Sacramento, CA *4 Officers *Mileage \$.70 Per mile / 125 Miles Per Way / 2 Ways (250 miles) =

\$175 *Per-diem (GSA) = \$64.50 1st Day / \$86.00 per full day / \$64.50 Last Day / 2 days = \$129 *Lodging ARIDE

Sacramento = \$150 per nt. + Taxes / 2 nts. = \$300

Total \$604 Per Officer/ 4 Officers = \$2,416.00 Total

Schedule B-1 Budget Narrative

Los Gatos-Monte Sereno 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.

SFST Training - Attend Travel

\$5,958.30

*SFST 24-Hour Training *Sacramento *5 Officers *Mileage = \$.070 Per Mile / 125 miles per way / 2 ways (250 miles) = \$175 *Per-diem (GSA) = \$64.50 1st Day \$86.00 per full day \$64.50 Last Day / 3 days = \$215.00 *Lodging SFST Sacramento = \$150 per night + Taxes / 3 nights = \$450

Total \$840 Per Officer X 5 Officers = \$4200 Total

DRE Training - Attend Travel

\$3,706.00

*DRE Training *Sacramento, CA, *1 Officer, *Mileage \$.70 Per mile / 125 Miles Per Way / 2 Ways (250 miles) = \$175, *Per-diem (GSA) = \$64.50 1st Day / \$86.00 per full day / \$64.50 Last Day / 9 days = \$731 *Lodging DRE Sacramento = \$150 per nt. + Taxes / 9 nts. = \$1350

Total = \$2256 Per Officer X 1 Officer = \$2256

Equipment

DUI Patrol Vehicle

\$118,730.00

DUI/DUID Enforcement Vehicles

*(2) 2025 Ford Explorer Police Interceptor Utility Vehicles, Vehicle Spec Options: AWD, 3.3L Ti-VCT V6 FFT gas engine, 10-Speed Auto Transmission, Police Wire Harness Package, Driver/Pass Spotlights

*1 Qty Ford Interceptor Vehicle \$55,858.14 Per Unit / 2 Qty. Units Ford Interceptor Vehicles = \$111,716.28 Total Vehicle Purchase Costs