

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM: 3.18  
(ID # 19387)

**MEETING DATE:**  
Tuesday, September 20, 2022

**FROM :** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Adoption of Resolution No. 2022-144, Ratifying the Submission of Grant Application to the California Highway Patrol (CHP) for the Cannabis Tax Fund Grant Program (CTFGP), Accepting the CHP CTFGP Grant Award for FY 2022/2023, and Authorizing the Execution of the CHP CTFGP Grant Agreement and Related Documents; All Districts [\$104,951 – 100% State Proposition 64 Funds]; 4/5 vote Required.

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Adopt Resolution No. 2022-144, Ratifying the Submission of Grant Application to the California Highway Patrol ("CHP") for the Cannabis Tax Fund Grant Program ("CTFGP"), Accepting the CHP CTFGP Grant Award for FY 2022/2023, and Authorizing the Execution of the CHP CTFGP Grant Agreement and Related Documents;
2. Ratify and approve Grant Agreement Number 9442 with CHP ("Grant Agreement") in the amount of \$104,951, for the performance period of July 1, 2022, through June 30, 2023 and authorize the Sheriff, or designee, to execute three (3) copies of the Grant Agreement on behalf of the County;

Continued on page 2

**ACTION:4/5 Vote Required**

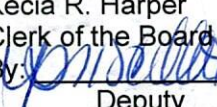
  
Matthew Jimenez 9/6/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Perez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Perez and Hewitt  
Nays: None  
Absent: Spiegel  
Date: September 20, 2022  
xc: Sheriff

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**RECOMMENDED MOTION:** That the Board of Supervisors:

3. Authorize the Sheriff, or designee, to administer the Grant Agreement and execute any related grant documents, including modifications, amendments, progress reports, and reimbursement requests to the CHP, and any extensions to the Grant Agreement, subject to availability of fiscal funding and as approved as to form by County Counsel; and
4. Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 104,951	\$ 0	\$ 104,951	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% State Funding from the Department of California Highway Patrol			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> 22/23	

**C.E.O. RECOMMENDATION:** Approve

BR# 23-003

**BACKGROUND:**

**Summary**

On December 29, 2020, the CHP announced the availability of funding to help local communities combat impaired driving. The grant funding is the result of Proposition 64, also known as the "Control, Regulate, and Tax Adult Use of Marijuana Act" (AUMA), which provided specified cannabis tax funding to the CHP to administer local grants for education, prevention, and enforcement programs regarding impaired driving. Funding for the grants comes from a tax on the cultivation and sale of cannabis and cannabis products sold in California since January 2018. The CHP works closely with state and local agencies and other traffic safety stakeholders to actively address impaired driving.

The CHP intends to enhance traffic safety by administering AUMA grant to educate the public regarding the dangers of impaired driving, fund efforts to remove drivers from the roadway, advance research into impaired driving issues, and reduce the number of crashes by impaired drivers through public awareness campaigns related to the dangers of impaired driving and to improve highway safety.

The purpose of the Cannabis Tax Fund Grants Program (CTFGP) is to provide alternative funding sources to augment current activities and programs. The CHP will allocate funds for the

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

project categories in accordance with the California Code of Regulations (CCR) Sections 1890.05 through 1890.07.

On June 10, 2022, the California Highway Patrol (CHP) notified the Sheriff's Department of its conditional approval for CTFGP funding in the amount of \$104,951.47. Riverside County is the first recipient of a two-year toxicology Medical Examiner/Coroner's office grant to help improve and advance the data collection in cases involving driving under the influence of alcohol and drugs.

Coroner cases require toxicological testing to determine the level of chemical substances in bodily fluids and organs for determining the mode, manner, and cause of death. Often, the cause of death is determined solely by toxicological test results, and many criminal cases require testing of those suspected of being under the influence of drugs or alcohol. The number of Coroner and criminal investigations has increased over the past years, increasing the volume of blood samples sent for toxicological screening.

The Department will use the CTFGP funding to improve and advance the data collection in Coroner's offices and pay for consultant and contract professional services costs to perform comprehensive toxicology testing and results on motor vehicle-related fatalities or as a result of the decedent being struck by a motor vehicle.

**Impact on Residents and Businesses**

This funding will pay for toxicological testing to improve and advance data collection of those suspected of being under the influence of drugs or alcohol to help reduce and mitigate the impacts of impaired driving to make Riverside County's roadways safer.

**Additional Fiscal Information**

The entire \$104,951 allocation will be expended in FY22/23, and there will be no fiscal impact on the County. The Sheriff's Department will receive full reimbursement for the cost of overtime and fringe benefits, comprehensive panel testing for motor vehicle-related fatalities, and data collecting and reporting to send to the CHP for review and interpretation. Providing CHP with the data will allow for understanding the impairment of data and help build a comprehensive picture of trends, allowing for actionable recommendations.

**ATTACHMENTS:**

1. Resolution Number 2022-144
2. Three (3) copies of CHP Grant Agreement Number 9442
3. Conditional Grant Award Letter
4. Schedule A-Budget Adjustment

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

FISCAL YEAR 22/23  
SCHEDULE A

Sheriff Department

Increase Appropriations:

10000-2500100000-510420	Overtime	\$28,014
10000-2500100000-518100	Budgeted Benefits	\$2,217
10000-2500100000-525440	Professional Services	\$64,990
10000-2500100000-523700	Office Supplies	\$9,730
	Total Increase of Appropriations	\$104,951

Increase Estimated Revenue:

10000-2500100000-755680	CA-Other Operating Grants	\$104,951
	Total Estimated Revenue	\$104,951

  
Evangelina Gregorio

9/6/2022

  
Miriam Carr, County Counsel

9/6/2022

1 **Board of Supervisors**

**County of Riverside**

2 **RESOLUTION NO. 2022-144**

3 RATIFYING THE SUBMISSION OF GRANT APPLICATION TO THE CALIFORNIA HIGHWAY  
4 PATROL ("CHP") FOR THE CANNABIS TAX FUND GRANT PROGRAM ("CTFGP"),  
5 ACCEPTING THE CHP CTFGP GRANT AWARD FOR FY 2022/20223, AND AUTHORIZING  
6 THE EXECUTION OF THE CHP CTFGP GRANT AGREEMENT AND RELATED DOCUMENTS

7 WHEREAS, the County of Riverside, on behalf of its Riverside County Sheriff's Department  
8 ("County"), desires to participate in the Cannabis Tax Fund Grant Program ("CTFGP") FY2022/2023,  
9 administered and funded by the California Highway Patrol ("CHP") for CTFGP Toxicology Coroners;  
10 and

11 WHEREAS, the Riverside County Sheriff's Department submitted an application to the CHP on  
12 April 15, 2022, for CTFGP funding, and was awarded a total of \$104,951 in grant funds pursuant to CHP  
13 Grant Agreement Number 9442; and

14 WHEREAS, the CTFGP funds will be used to enhance toxicology testing on motor vehicle-related  
15 fatalities, to pay for the costs of professional services to perform comprehensive toxicology testing and  
16 personnel costs for data collection and reporting to the CHP, and results of comprehensive toxicological  
17 results and specific data on motor vehicle-related fatalities for interpretation and standardization of  
18 laboratory testing;

19 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of  
20 Supervisors of the County of Riverside, State of California, in regular session assembled on  
21 September 20, 2022, located on the first floor of the County Administrative Center, 4080 Lemon Street,  
22 Riverside, California, that the Board of Supervisors hereby ratifies and authorizes the Sheriff's  
23 Department, to apply for the CTFGP grant and sign Grant Agreement Number 9442 to receive grant funds,  
24 as administered by CHP and funded as a result of the passage of Proposition 64 in 2016, also known as  
25 the "Control, Regulate, and Tax Adult Use of Marijuana Act."

26 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board of Supervisors  
27 hereby authorizes the Sheriff's Department, on behalf of the County, to accept the FY2022/2023 CTFGP  
28 grant award in the amount of \$104,951, and to take any necessary actions for the purpose of receiving the

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FORM APPROVED COUNTY COUNSEL  
BY: APD AMRIT P. DHILLON  
DATE: 9/13/2022



2 **RESOLUTION 2022-144**

3 **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF**  
4 **RIVERSIDE RATIFYING THE SUBMISSION OF GRANT APPLICATION TO THE**  
5 **CALIFORNIA HIGHWAY PATROL ("CHP") FOR THE CANNABIS TAX FUND**  
6 **GRANT PROGRAM ("CTFGP") ACCEPTING THE CHP CTFGP GRANT AWARD**  
7 **FOR FY 2022/2023, AND AUTHORIZING THE EXECUTION OF THE CHP CTFGP**  
8 **GRANT AGREEMENT AND RELATED DOCUMENTS.**

9 ADOPTED by Riverside County Board of Supervisors on September 20, 2022.

10 ROLL CALL:

11 Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
12 Nays: None  
13 Absent: None

14 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of  
15 Supervisors on the date therein set forth.

16 KECIA R. HARPER, Clerk of said Board

17 By: \_\_\_\_\_

18 *[Handwritten signature]*  
19 Deputy

20  
21  
22 09.20.2022 3.18  
23  
24  
25





**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**

601 North 7th Street  
Sacramento, CA 95811  
(916) 843-3330  
(800) 735-2929 (TT/TDD)  
(800) 735-2922 (Voice)



June 10, 2022

Madeleine Dom  
Riverside County Sheriff's Department  
P.O. Box 512  
Riverside, CA 92502

Dear Ms. Dom:

On behalf of the California Highway Patrol (CHP), it is my pleasure to inform you, the Riverside County Sheriff's Department, is conditionally approved for Cannabis Tax Fund Grant Program (CTFGP) funding in the amount of \$104,951.47. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

The official Grant Agreement for signature is forthcoming. In order to execute your Grant Agreement, please provide documentation from a local governing body, authorizing your organization to receive this grant funding, to the Cannabis Grants Unit, by email at [CGUGrants@chp.ca.gov](mailto:CGUGrants@chp.ca.gov), as soon as possible. Refer to California Code of Regulations Title 13, Division 2, Chapter 13, Section 1890.13(g) for additional information.

The CHP looks forward to partnering with you and your agency on this project in an effort to make California's roadways a safer place to travel. If you have any questions, please feel free to contact the Cannabis Grants Unit at (916) 843-4360.

Sincerely,

A handwritten signature in black ink that reads "K. M. Davis".

K. M. DAVIS, Chief  
Enforcement and Planning Division



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

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

**AWARD NUMBER**  
9442

<b>1. GRANT TITLE</b> FY22/23 CTFGP Toxicology Coroners - Riverside County Sheriff's Department	
<b>2. NAME OF AGENCY</b> Riverside County Sheriff's Department	<b>4. PERFORMANCE PERIOD</b>  From: 07/01/2022 To: 06/30/2023
<b>3. AGENCY SECTION TO ADMINISTER GRANT</b> County of Riverside Sheriff's Department - Grants Unit	
<b>5. OPPORTUNITY INFORMATION DESCRIPTION</b> Grant funds shall be used to improve and advance the data collection in Medical Examiner/Coroner's offices/divisions supporting DUI/DUID when a death occurs while the deceased was driving or riding in a motor vehicle, or a result of the deceased being struck by a motor vehicle.	
<b>6. FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED</b> \$104,951.47	
<b>7. TERMS AND CONDITIONS</b> The Grantee agrees to complete the Project as described in the Project Description. The Grantee's Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27 are hereby incorporated into this 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; and</li> <li>• Schedule B-1 - Budget Narrative.</li> </ul> <p>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.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p>	
<b>8. APPROVAL SIGNATURES</b>	
<b>A. AUTHORIZED OFFICIAL OF AGENCY</b> Name: Matthew Jimenez      Phone: (951) 955-2700 Title: Assistant Sheriff  Address: 4095 Lemon Street, Riverside, CA 92501  E-Mail: mgjimene@riversidesheriff.org  _____ (Signature)                                  (Date)	<b>B. AUTHORIZED OFFICIAL CHP</b> Name: Evan Robinson      Phone: (916) 843-4360 Title: Captain      Fax: (916) 322-3169  Address: 601 North 7th Street, Sacramento, CA 95811  E-Mail: ERobinson@chp.ca.gov  _____ (Signature)                                  (Date)
<b>C. ACCOUNTING OFFICER OF CHP</b> Name: C. M. Jones      Phone: (916) 843-3531 Title: Commander      Fax: (916) 322-3159  Address: 601 North 7th Street, Sacramento, CA 95811  E-Mail: catrina.jones@chp.ca.gov  _____ (Signature)                                  (Date)	<b>D. AUTHORIZED FINANCIAL CONTACT TO RECEIVE PAYMENTS</b>  Name: Antonio Saldana Address: PO Box 512, Riverside, CA 92502  _____ (Signature)                                  (Date)
<b>9. PURCHASE ORDER NUMBER</b>	

Sheriff  
BOS 9/20/22  
HTG 19387  
Attachment 2

FORM APPROVED COUNTY COUNSEL  
BY:      9/13/2022  
AMRIT P. DHILLON      DATE

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## 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 Agreement. Failure by the Grantee to comply may result in the termination of this 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 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 Agreement.
2. The funding for this 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 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 Agreement, whereby no party shall have any further obligations or liabilities under this Agreement, or 2) negotiate an Agreement amendment to reduce the grant award and scope of services to be provided under this Agreement.
3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement has been 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 Agreement, necessary to complete or carry out the project as described in this Agreement. Any modification or alteration of this Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing 30 calendar days in advance to the State for approval.
5. The Grantee agrees to complete the project within the timeframe indicated in the Performance Period, which is on page one of this 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 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 60 calendar days after completion of this 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 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 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 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 Agreement at any time prior to the commencement of the project. Once the project has commenced, this Agreement may only be terminated if the party withdrawing provides 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 Agreement within 10 calendar days of the commencement of such event and within 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, 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 Agreement has been terminated.
3. The State may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this 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 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 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 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 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 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'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 Agreement.
2. Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this 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 Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement 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 Agreement, (refer to Labor Code Section 3700).

### K. APPLICATION INCORPORATION

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

### L. STATE LOBBYING

1. The Grantee is advised none of the funds provided under this 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 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 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 Agreement, written or oral, creating obligations that would prevent it from entering into this Agreement or satisfying the terms herein.
  - c. If the Grantee is a Nonprofit Organization, 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 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 person within organization with delegated signing authority.
2. An amendment is required to change the Grantee's name as listed on this 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 an Agreement, authorizing execution of the Agreement.

### Q. PAYEE DATA RECORD FORM STD. 204

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

### R. GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by governmental 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 Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section) 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 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 Agreement within the 12-month period prior to their leaving state service.
4. The authorized representative of the Grantee organization named within this Agreement warrants their organization and its employees have no personal or financial interest and no present or past

## TERMS AND CONDITIONS

employment or activity which would be incompatible with participating in any activity related to this Agreement. For the duration of this Agreement, the organization 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 Agreement.

5. The Grantee organization and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Agreement made available for use by the State for the purposes of providing services to the State in conjunction with this 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 project confidential information and intends to disclose that information in violation of this Agreement.
6. The Grantee will not enter into any Agreement or discussions with third parties concerning materials described in paragraph 5 prior to receiving written confirmation from the State that such third party has an 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 Grantee violates any provisions of this above paragraphs, such action by Grantee shall render this 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 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), 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 funds from this 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 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

### Project Description

Riverside County Coroner investigates just under 400 motor vehicle fatality related deaths annually, with 393 reported in 2021. Many motor vehicle related fatalities involve the use of drugs and/or alcohol; however, due to budgetary constraints, a comprehensive picture of the magnitude and characteristics of impaired driving has never been compiled. Currently, Riverside County Coroner is constrained financially to only perform very basic toxicology testing on motor vehicle related fatalities. Grant funds would be used to pay for consultant/contract costs of professional services to perform comprehensive toxicology testing and personnel costs for data collection and reporting to the CHP. The desired outcome is to provide comprehensive toxicological results and specific data on motor vehicle related fatalities for interpretation and standardization of laboratory testing.

### Problem Statement

#### Targeted Population/Geographical Areas

Riverside County Coroner investigates motor vehicle related fatalities for the entire geographical area of Riverside County, regardless if the death occurs within city limits or county areas. Motor vehicle fatalities make up approximately 15% of all deaths that occur in Riverside County, killing people of all genders, people of all races and nationalities, and people of all ages from infants to the elderly. By investigating every motor vehicle related fatality in Riverside County, this essentially makes Riverside County Coroner the ultimate data collection agency for all motor vehicle related deaths within the entire Riverside County boundary. Riverside County Coroner investigates all motor vehicle related fatalities, collects specific data, and performs a forensic examination to include the collection of biological samples to be sent to a contract laboratory for analysis of drugs and/or alcohol that may be present in the decedent.

#### Gaps

##### Toxicology Testing Gap

Although Riverside County Coroner performs basic toxicology testing on all motor vehicle related fatalities, the testing is limited, based on budgetary constraints. The current level of toxicology testing is a "Basic Panel" and does not provide a comprehensive analysis and is limited to only 6 drugs and alcohol. This does not cover prescription drugs, or other substances that have been found to be prevalent in traffic fatalities in researches (see below article reference).

Basic Panel - \$60 (Current Testing)

Alcohol

Amphetamines

Cocaine

Opiates

Benzodiazepines

PCP

TCH

A 2021 update in the Journal of Analytical Toxicology included the article Recommendations for Toxicological Investigation of Drug-Impaired Driving and Motor Vehicle Fatalities – 2021 update. The article describes updates to the National Safety Council's Alcohol, Drugs, and Impairment Division's recommendations for drug testing in DUI/DUID cases and motor vehicle fatalities. Research has determined an increased prevalence of prescription medication impairment, including Trazadone and Difluoroethane, neither of which are covered in the Riverside County Coroner's Basic Panel for

## Schedule A

toxicology testing. Updated testing recommendations also include novel opioids, novel benzodiazepines, Fentanyl, and Fentanyl analogs, as well as synthetic cannabinoids.

### Data Collection and Reporting Gap

Riverside County Coroner recognizes the valuable data collected during a motor vehicle related fatality death investigation and subsequent results of toxicology testing. However, there is currently no method or financial means of dedicating personnel to compile the data collected and report it to the CHP. This data essentially remains at the Coroner's Bureau and is not reported to any agency for review, interpretation, and actionable recommendations.

Riverside County Coroner has an established fee of \$23, per Coroner's Packet. This cost includes the cost of preparing and sending the packet. Information contained within the Coroner's Packet meets all required reporting specific data outlined in the project requirements. Information includes data regarding the collection of biological samples, sex of deceased, name of investigating agency, county, person type (driver/passenger), alcohol analysis, drug analysis, etc.

### Statistical Data-

Riverside County continues to see population growth, which means an increase in motor vehicle related fatalities. According to the 2020 US Census, Riverside County saw a 10.4% population increase, bringing the total population of Riverside County to over 2.4 million residents. The following table represents the number of motor vehicle related deaths in Riverside County over the past 3 years.

Year	2019	2020	2021
Number of Cases	363	373	393

This table represents over an 8% increase in motor vehicle fatalities in just 3 years. There is currently no method of determining the full impairment level of decedents, due to the limited toxicology testing being performed.

### Proposed Solutions

#### Testing Gap

Recognizing the gap in the recommended level of toxicology testing for motor vehicle fatalities and the current testing levels, Riverside County Coroner is requesting funding to close the gap in toxicology testing. Riverside County Coroner contracts with Bio-Tox Laboratories, which offers a Comprehensive Panel. This panel is a \$65 increase, per motor vehicle fatality case.

#### Comprehensive Panel-\$125 (Recommended Panel)

Includes all substances in the Basic Panel +

Fentanyl, plus 18+ Fentanyl Analogs

Methadone

Synthetics

(cannabinoids/opioids)

Over-the Counter medications

Prescription/therapeutic

(antidepressants, antihistamines, antipsychotics, hallucinogens, sedatives, and stimulants)

## Schedule A

Funding would be utilized to cover the cost difference between the current budgeted for Basic Panel and the recommended Comprehensive Panel. For example, in 2021, 393 cases were tested at a cost of \$60. Testing on 393 cases with the Comprehensive Panel costs \$125.00, a difference of \$65.00. Total requested funds to cover the gap would be \$25,545.00. Based on yearly average increases, Riverside Coroner's Bureau anticipates motor vehicle fatalities to increase by 20 cases annually. The cost for testing in 2022 is anticipated to be \$26,845.00 and in 2023 it is anticipated to be \$28,145.00.

### Data Collection and Reporting Gap

Riverside County Coroner recognizes the gap in data collection and reporting for motor vehicle related fatalities. While the data exists for all Riverside County motor vehicle fatality related deaths, it is not being sent to the CHP for review and interpretation. The Coroner's Bureau has a current fee schedule for preparing and sending Coroner related data for reporting purposes. This is considered a direct cost of reporting data as outlined in the project requirement. The Coroner's Bureau anticipates sending data on 50% of all motor vehicle related fatality cases to the CHP (anticipated number of cases wherein toxicology is positive).

Approx. 197 cases x \$23 = \$4,531.00

Providing CHP with the data will allow for interpretation of impairment of data and help build a comprehensive picture of trends, allowing for actionable recommendations.

### Performance Measures

#### Goals

Riverside County Coroner has established goals for this grant project that will be accomplished through grant funding. The goals of the project are to improve testing on motor vehicle related fatalities and report data to the CHP. By providing comprehensive toxicology testing on all motor vehicle related fatalities and reporting this data to CHP a picture can be developed to identify the magnitude and characteristics of impaired driving. The goal for comprehensive testing is to help in determining what substances are contributing to impaired motor vehicle deaths. This will potentially help in achieving standardization of drug testing practices to detect drugs commonly encountered in DUI/DUID cases and improve data quality. The goal for reporting the data to the CHP is to allow for the review, interpretation, and actionable recommendations in reducing DUI/DUID deaths and improving the standardization of laboratory testing.

#### Objectives

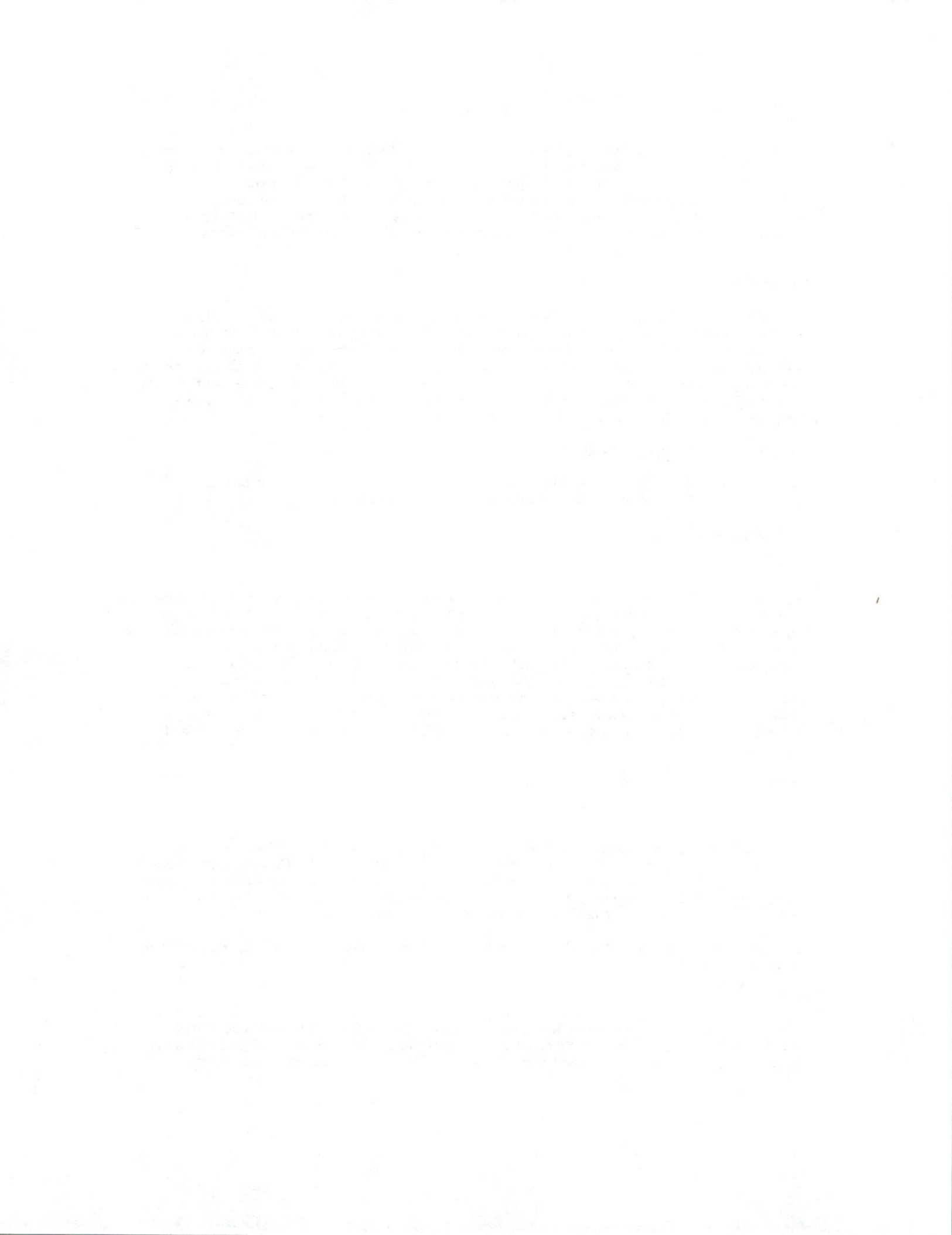
##### Month 1

Riverside County Coroner currently holds a contract with Bio-Tox Laboratories, an American Board of Forensic Toxicology Accredited Laboratory, and can immediately implement the Comprehensive Panel on all motor vehicle related fatalities. The development of a tracking list will be completed within the first month of the project performance period. This list will allow for the tracking of motor vehicle related deaths, which deaths involve impairment, and the reporting of impaired deaths to CHP.

The development of a tracking list will be completed by a deputy coroner and will take 2 hours. This is a one-time activity.

##### Weekly

Riverside County Coroner will ensure submission of biological samples on all motor vehicle related fatalities to Bio-Tox Laboratories for Comprehensive Panel testing. The tracking list will be updated with all data listed above and a Coroner's Packet will be sent to CHP, as per the project requirements.



## Schedule A

In order to achieve the objectives of this project, the following personnel will be required to complete the specified tasks on a weekly basis:

Activity	Staff	Weekly Hrs	Total Hrs (52 weeks)
Data Collection/Reporting	Supv Office Assistant	2	104
Development of Tracking System	Deputy Coroner	2	2
Maintain/Update Tracking List	Deputy Coroner	3	156
Data Reporting of Toxicology	Supv Office Assist	1	52
Establish Daily Triage Log	Medical Transcriptionist	1	52
Monitoring	Deputy Coroner	1	52
Evaluation of Toxicology Data	Coroner Sergeant	1	52
Track Prevalent Substances	Deputy Coroner	2	104

### Quantitative Measures

Quantitative Measures will be demonstrated via the motor vehicle related fatality tracking list. This list will demonstrate project objectives being met and track the number of cases of motor vehicle related fatalities. The data reporting of toxicology reports on each case will provide quantitative data for CHP to analyze.

### Project Performance Evaluation

All motor vehicle related fatalities will receive the Comprehensive Panel for toxicology testing. This will be documented in the established Daily Triage Log, which identifies the level of toxicology to be ordered. In addition, the motor vehicle related fatality tracking list will track all cases and identify if the case involves impairment and the date the Coroner's Packet was sent to CHP.

The motor vehicle related fatality tracking list will be monitored by the assigned project coordinator weekly to ensure cases are being tracked appropriately. The motor vehicle related fatality tracking list will be shared with CHP on a monthly basis, to ensure all cases and data are captured accurately.

### Program Sustainability

Data gained during this project will assist in determining the program sustainability. This project will provide invaluable data related to the impairment of motor vehicle related fatalities. During this project period, data will be collected to help determine what substances are prevalent in impaired driving. This information will allow for recommendations on standardization of toxicological testing on motor vehicle related fatalities. Determining what substances are most prevalent will allow for the Riverside County Coroner to determine the most appropriate level of toxicology testing to conduct. This project will either determine comprehensive toxicology testing is imperative in motor vehicle related fatalities or that the limited toxicology testing is sufficient. If it is determined that comprehensive testing is critical, the Riverside County Coroner will request local budget funding for this purpose. If limited testing is deemed appropriate, no changes to funding will be sought.

### Timeline

A quarterly evaluation of toxicology data will be conducted to evaluate the prevalence of substances in motor vehicle related fatalities. This evaluation will be conducted by a deputy coroner and will be tracked for prevalent substances. This evaluation of the data will allow the Riverside County Coroner to determine program sustainability prior to the project performance completion date.

## Schedule A

### Administrative Support

Riverside County Coroner has extensive grant experience, having applied for, and received grant funding on numerous occasions. Most notably, acquiring critical equipment through the Paul Coverdell Forensic Science Improvement Grants Program on more than one occasion. These grants were successfully completed with all project goals, objectives, monitoring, and milestones met.

The personnel required for successful implementation of this project are already employed and performing duties associated with this project (i.e., deputy coroners for data collection on death scenes, office assistants for data preparation and sending, etc.). As previously stated, an established fee has been in place for preparing and sending a Coroner's Packet at the cost of \$23.00 per case.

Riverside County Coroner already has a process in place for toxicology testing, requiring only an administrative change in the level of toxicology to comply with the project's objectives.

### Budget

#### Consultants/Contracts-

#### Toxicology Testing

Year 1                                 \$31,845

Year 2                                 \$33,145

#### Direct Expense (Coroner's Packet \$23/per case)

#### Data Collecting/Reporting

Year 1                                 \$4,750

Year 2                                 \$4,980

## Schedule B

### Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
9442	Riverside County Sheriff's Department	\$104,951.47

Cost Category	Line Item Name	Total Cost to Grant
<b>Personnel</b>	Coroner Sergeant	\$2,897.15
	Coroner Deputy	\$20,371.75
	Supervisor Office Assistant	\$5,419.44
	Medical Transcriptionst	\$1,543.13
	<b>Category Sub-Total</b>	<b>\$30,231.47</b>
<b>Consultants/Contracts</b>	American Board of Forensic Toxicology : Certificate of Laboratory Accreditation	\$64,990.00
	<b>Category Sub-Total</b>	<b>\$64,990.00</b>
<b>Other Direct Costs</b>	Data Collecting and Reporting	\$9,730.00
	<b>Category Sub-Total</b>	<b>\$9,730.00</b>
<b>Grant Total</b>		<b>\$104,951.47</b>

## Schedule B-1

### Budget Narrative

#### Personnel

**Coroner Sergeant**                      \$2,897.15

The Coroner Sergeant will be responsible for monitoring. The tasks involved in this assignment include:

On a weekly basis

- The coroner sergeant will review all motor vehicle traffic fatalities that occurred weekly
- The coroner sergeant will compare the coroner database system information with the motor vehicle related fatality tracking list to ensure accuracy
- The coroner sergeant will review the motor vehicle related fatality tracking list to ensure all information is being entered in accordance with the timelines outlined above
- The coroner sergeant will review the motor vehicle related fatality tracking list to ensure all tasks are being completed in accordance with the timelines outlined above
- The coroner sergeant will ensure the time dedicated to this grant is appropriately documented on timesheets and tracked in accordance with grant coding

Coroner Sergeant - overtime  
\$52.29/hr.

Coroner Sergeant - Benefits  
6.549%

**Coroner Deputy**                      \$20,371.75

The Deputy Coroner will be responsible for development of tracking system, maintain/update tracking list, establish daily triage log, evaluation of toxicology data, and track prevalent substances. The tasks involved in these assignments include:

One-time task

- The deputy coroner will create motor vehicle related fatality tracking list in an Excel spreadsheet.

The spreadsheet will contain headings for:

- Case #
- Decedent Name
- Type of case (auto vs. ped, driver, -passenger, etc.)
- Level of toxicology testing
- Outcome of toxicology testing (impaired / not impaired)
- Prevalent substances tracked by number of cases
- Date sent to reporting entity

On a daily basis:

- The deputy coroner will enter motor vehicle related fatalities into motor vehicle related fatality tracking list with all pertinent data
- The deputy coroner will update the coroner triage log to reflect the toxicology level determined for each motor vehicle related fatality case



## Schedule B-1

### Budget Narrative

On a weekly basis

- The deputy coroner will receive toxicology reports on motor vehicle related fatalities
- The deputy coroner will evaluate the toxicology reports and enter the information into the motor vehicle related fatality tracking list
- The deputy coroner will update the "prevalent substances" heading in the motor vehicle related fatality tracking list

Coroner Deputy - Overtime  
\$45.74/hr.

Coroner Deputy - Benefits  
6.549%

**Supervisor Office Assistant** \$5,419.44

The Supervising Office Assistant will be responsible for data collection and reporting and maintaining and updating tracking list. The tasks involved in this assignment include:

On a monthly basis

- The supervising office assistant will review the motor vehicle related fatality cases that are listed on the motor vehicle related fatality tracking list
- The supervising office assistant will determine which cases have not been reported yet
- The supervising office assistant will pull the case files for those cases not yet reported from the file room
- The supervising office assistant will pull the associated documents from the case files that comprise the Coroner's Packet
- The supervising office assistant will scan these documents and/or copying them
- The supervising office assistant will send the Coroner's Packets to the appropriate entity as outlined in the grant
- The supervising office assistant will update the motor vehicle related fatality tracking list to reflect what cases have been sent

Supv Office Assistant - Overtime  
\$30.81/hr.

Supv. Office Assistant - Benefits  
12.749%

## Schedule B-1

### Budget Narrative

**Medical Transcriptionist**      \$1,543.13

The Medical Transcriptionist will be responsible for data reporting of toxicology. The tasks involved in this assignment include:

On a weekly basis

- The medical transcriptionist will receive toxicology reports on a weekly basis
- The medical transcriptionist will review the reports and determine which cases are related to motor vehicle fatalities
- The medical transcriptionist will make a copy of those relevant toxicology reports and provide that data to the deputy coroner

Medical Transcriptionist - Overtime  
\$26.32/hr.

Medical Transcriptionist - Benefits  
12.749%

### Consultants/Contracts

**American Board of Forensic  
Toxicology : Certificate of      \$64,990.00  
Laboratory Accreditation**

American Board of Forensic Toxicology

The County of Riverside Sheriff's Department will use the American Board of Forensic Toxicology to facilitate current program activities by taking biological samples such as blood, urine, tissue, saliva, etc. from the body of the deceased before burial to test for alcohol and various drugs and report data related to the work identified to CHP.

### Other Direct Costs

**Data Collecting and      \$9,730.00  
Reporting**

Funds in this category will be used for data collection on death scenes and for preparing and sending a Coroner's packet.

Direct Expense (Coroner's Packet \$23/per case)  
Data Collecting/Reporting