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



ITEM: 3.68 (ID # 22778) **MEETING DATE:** Tuesday, August 29, 2023

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Adoption of Resolution No. 2023-228, Ratifying the Submission of Grant Application to the California Highway Patrol (CHP) for the Cannabis Tax Fund Grant Program (CTFGP), Accept the CHP CTFGP Grant Award for FY 2023/2024, and Authorize the Execution of the CHP CTFGP Grant Agreement and Related Documents; All Districts [\$95,247 – 100% State Proposition 64 Funds]; 4/5 Vote Required

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Adopt Resolution No. 2023-228. Ratifying the Submission of Grant Application to the California Highway Patrol (CHP) for the Cannabis Tax Fund Grant Program (CTFGP), Accept the CHP CTFGP Grant Award for FY 2023/2024, and Authorize the Execution of the CHP CTFGP Grant Agreement and Related Documents;
- 2. Ratify and approve Grant Agreement Number 13008 with CHP ("Grant Agreement") in the amount of \$95,247, for the performance period July 1, 2023 - June 30, 2024; and authorize the Sheriff, or designee, to execute three (3) copies of the Grant Agreement on behalf of the County:
- 3. Authorize the Sheriff, Undersheriff, Assistant Sheriff, Chief Deputy Sheriff, Deputy Director Administrative Services, and Administrative Services Manager 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.

ACTION:4/5 Vote Required

Matthew Jimenez 8/17/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:	Jeffries, Spiegel, Perez, Washington, and Gutierrez
Nays:	None
Absent:	None
Date:	August 29, 2023
xc:	Sheriff

Kimberly A Rector

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

FINANCIAL DATA	Currer	nt Fiscal Year:	Next Fis	cal Year:		Total Cost:	On	going Cost
COST	\$	95,247	\$	0	\$	95,247	\$	0
NET COUNTY COST	\$	0	\$	0	\$	0	\$	0
SOURCE OF FUNDS: State Proposition 64 Funds – 100%				Budget Adj	ustmen	t: Yes		
						For Fiscal Y	'ear:	23/24

C.E.O. RECOMMENDATION: Approve

BR# 24-010 Prev. Agn. Ref.: 9/20/22, 3.18

BACKGROUND:

<u>Summary</u>

The purpose of the Cannabis Tax Fund Grants Program (CTFGP) is to provide alternative funding sources to augment current activities and programs. The CHP allocates funds for the project categories in accordance with the California Code of Regulations (CCR) Section 1890.07. The Riverside County Sheriff's Office was granted \$104,951 in CHP funding for FY22-23, which was approved by the Board on September 20, 2022 (Minute Order 3.18).

On June 7, 2023, the CHP granted conditional approval of \$95,247 in FY23-24 funds to the Riverside County Sheriff's Office. Riverside County is the first beneficiary of the Medical Examiner/Coroner's Office grant, which aims to improve and advance data collection in cases involving driving under the influence of alcohol and drugs. The Sheriff's Office will use CTFGP funding to enhance data collection in Coroner's offices. Consultant and contract professional services costs will be paid to perform comprehensive toxicology testing and results on motor vehicle-related fatalities or because of the decedent being struck by a motor vehicle.

Toxicological testing is necessary in Coroner cases to determine the level of chemical substances in bodily fluids and organs. This helps determine the mode, manner, and cause of death. In many criminal cases, testing is also required for suspects who are suspected of being under the influence of drugs or alcohol. The number of Coroner and criminal investigations has increased over the past years, leading to a rise in the volume of blood samples sent for toxicological screening.

Impact on Residents and Businesses

There is no adverse effect on residents and businesses. State funding will be utilized to conduct toxicological testing and further advance the data collection process of individuals who are suspected of driving under the influence of drugs or alcohol. The ultimate goal is to significantly reduce and mitigate the harmful effects of impaired driving, ultimately leading to safer roadways in Riverside County.

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

SUPPLEMENTAL: Additional Fiscal Information

The entire \$95,247 allocation will be expended in FY23/24. The Sheriff's Office will receive full reimbursement for the cost of overtime and fringe benefits, and comprehensive panel testing for motor vehicle-related fatalities 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 2023-228
- 2. Three (3) copies of CHP Grant Agreement Number 13008
- 3. Grant Award Letter
- 4. Schedule A- Budget Adjustment

FISCAL YEAR 23/24 SCHEDULE A

Sheriff's Department

Increase Appropriations:

10000-2501000000-510420	Overtime	36,713
10000-2501000000-518100	Budgeted Benefits	3,544
10000-2501000000-525100	Medical-Lab Services	<u>54,990</u>
	Total Increase of Appropriations	\$95,247

Increase Estimated Revenue:

10000-2501000000-755680	CA-Other Operating Grants	<u>95,247</u>
	Total Estimated Revenue	\$95,247

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DATE

FORM APPROVED COUNTY COUNSEL

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BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

RESOLUTION NO. 2023-228

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 2023/2024, AND AUTHORIZING THE EXECUTION OF THE CHP CTFGP GRANT AGREEMENT AND RELATED DOCUMENTS

WHEREAS, the County of Riverside ("County"), on behalf of its Riverside County Sheriff's Office, desires to participate in the Cannabis Tax Fund Grant Program ("CTFGP") FY2023/2024, administered and funded by the California Highway Patrol ("CHP") for CTFGP Toxicology Coroners; and

WHEREAS, the Riverside County Sheriff's Office submitted an application to the CHP on February 23, 2023, for CTFGP funding, and was awarded a total of \$95,246.63 in grant funds pursuant to CHP Grant Agreement Award Number 13008; and

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

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on August 29, 2023, located on the first floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that the Board of Supervisors hereby ratifies and authorizes the Riverside County Sheriff's Office, to apply for the CTFGP grant and sign Grant Agreement Number 13008 to receive grant funds, as administered by CHP and funded as a result of the passage of Proposition 64 in 2016, also known as the "Control, Regulate, and Tax Adult Use of Marijuana Act."

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Resolution No. 2023-228

Page 1 of 3

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board of Supervisors
 hereby authorizes the Riverside County Sheriff's Office, on behalf of the County, to accept the
 FY2023/2024 CTFGP grant award in the amount of \$95,246.63, and to take any necessary actions for the
 purpose of receiving the aforementioned grant.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the CTFGP funds received hereunder shall not be used to supplant expenditures controlled by the County of Riverside Board of Supervisors.

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BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the County of Riverside agrees to abide by the statutes and regulations governing the state Cannabis Tax Fund Grant Program, as well as the terms and conditions of the Grant Agreement Number 13008, as set forth by the CHP.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors that the individuals whose position title appears below are hereby designated as Authorized Agents and are authorized to execute for and on behalf of the County of Riverside, any related documents necessary for the purpose of accepting and administering the subject grant, as required by the California Highway Patrol, subject to County Counsel's approval as to form.

18	SheriffOR
19	(Title of Authorized Agent)
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21	Undersheriff , OR
22	(Title of Authorized Agent)
23	Assistant Sheriff
24	
25	(Title of Authorized Agent)
26	Chief Deputy, OR
27	(Title of Authorized Agent)
28	Resolution No. 2023-228
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	x ·
1	Deputy Director Administrative Services, OR
2	(Title of Authorized Agent)
3	Administrative Services Manager
4	(Title of Authorized Agent)
5	ROLL CALL:
7	Ayes:Jeffries, Washington, Spiegel, Perez and GutierrezNays:None
8	Absent: None
9 10	The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.
11	KIMBERLY A. RECTOR, Clerk of said Board
12	By: Mulsmith
13	Deputy
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State of California DEPARTMENT OF CALIFORNIA HIGHWAY PATROL GRANT AGREEMENT - Page 1

CLERK'S EVERYTUMber

GR/	ANT AGREEMENT - Page 1	Post Office Bax 1147, Riverside, Ca 92502-1147		
1.	GRANT TITLE FY23/24 CTFGP Toxicology Coroners – Riverside County S	Thank you.		
2	NAME OF ORGANIZATION/AGENCY			
	Riverside County Sheriff's Department			
3.	ORGANIZATION/AGENCY SECTION TO ADMINISTER GRANT			
0.	Riverside County Sheriff's Department - Grants Unit			
4.		5. PURCHASE ORDER NUMBER		
	From: 07/01/2023 To: 06/30/2024			
6.	GRANT OPPORTUNITY INFORMATION DESCRIPTION			
	Toxicology: Medical Examiners/Coroner's Offices, and Law Enforcement Coroner's Divisions grants shall be used to improve and advance the data collection in Medical Examiners/Coroner's Offices supporting driving under the influence (DUI)/driving under the influence of drugs (DUID) when a death occurs while the deceased was driving or riding in a moto vehicle, or a result of the deceased being struck by a motor vehicle.			
7.	FUNDS ALLOCATED UNDER THIS GRANT AGREEME	NT SHALL NOT EXCEED \$95,246.63		
8.	TERMS AND CONDITIONS			
	The Grantee agrees to complete the Project, as described in the Project Description. The Grantee's Grant Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27, are hereby incorporated into this Grant Agreement by reference.			
	 The parties hereto agree to comply with the Terms and Conditions of the following attachments: Schedule A – Project Description, Problem Statement, Goals and Objectives, and Method of Procedure Schedule B – Detailed Budget Estimate Schedule B-1 – Budget Narrative 			
	We, the officials named below, hereby swear, under penalty of perjury under the laws of the State of California, that we are duly authorized to legally bind the Grant recipient to the above-described Grant Terms and Conditions.			
	IN WITNESS WHEREOF, this Grant Agreement is execute	ed by the parties hereto.		
	APPROVAL SIGNATURES AUTHORIZED OFFICIAL OF ORGANIZATION/AGENCY B. AUTHORIZED OFFICIAL OF CHP Name: Laronte Groom Phone: (916) 843-4360			
	Title: Administrative Services Manager Phone: (951) 955-2718	Title: Captain Fax: (916) 322-3169		
	Address: 4095 Lemon Street Riverside, CA 92501	Address: North 7th Street Sacramento, CA 95811		
	E-Mail: lrgroom@riversidesheriff.org	E-Mail: ERobinson@chp.ca.gov		
		•		
	(Signature) (Date)	(Signature) (Date)		
C.	ACCOUNTING OFFICER OF CHP	10. AUTHORIZED FINANCIAL CONTACT TO RECEIVE		
	Name: C. M. Jones Phone: (916) 843-3531	REIMBURSEMENT PAYMENTS		
	Title: Commander Fax: (916) 322-3159			
		Name: Michelle Norris		
	Address: North 7th Street	Title: Administrative Services Supervisor		
	Sacramento, CA 95811	Phone: (951) 955-2400		
	E-Mail: Catrina.Jones@chp.ca.gov	Address: P.O. Box 512		
		Riverside, CA 92502-0512		
	(Signature) (Date)	FORM APPROVED COUNTY COUNSEL		
		py the Sister		
		AMRIT P. DHILLON DATE		

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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 guarterly 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.
- Prior to disposition of equipment acquired under this Grant Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

C. PROJECT TERMINATION

- Grantee or the State may terminate this Grant Agreement at any time prior to the commencement of the Project. Once the Project has commenced, this Grant Agreement may only be terminated if the party withdrawing provides thirty (30) calendar days written notice of their intent to withdraw.
 - a. If by reason of force majeure the performance hereunder is delayed or prevented, then the term end date may be extended by mutual consent for the same amount of time of such delay or prevention. The term "force majeure" shall mean any fire, flood, earthquake, or public disaster, strike, labor dispute or unrest, embargo, riot, war, insurrection or civil unrest, any act of God, any act of legally constituted authority, or any other cause beyond the Grantee's control which would excuse the Grantee's performance as a matter of law.
 - b. Grantee agrees to provide written notice of an event of force majeure under this Grant Agreement within ten (10) calendar days of the commencement of such event, and within ten (10) calendar days after the termination of such event, unless the force majeure prohibits Grantee from reasonably giving notice within this period. Grantee will give such notice at the earliest possible time following the event of force majeure.
- 2. Any violations of law committed by the Grantee, misrepresentations of Project information by the Grantee to the State, submission of falsified documents by the Grantee to the State, or failure to provide records by the Grantee to the State when requested for audit or site visit purposes may be cause for termination. If the Project is terminated for the reasons described in this paragraph, the State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.
- 3. The State may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. Furthermore, the Grantee, upon termination, shall return grant funds not expended by the Grantee as of the date of termination.
- 4. If this Grant Agreement is terminated, the State may choose to exclude the Grantee from future Grant Opportunities.

D. FINANCIAL RECORDS

1. The Grantee agrees the State, or their designated representative, shall have the right to review and to copy all records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of five (5) years after final payment, unless a longer period of records retention is stipulated or required by law. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Furthermore, the Grantee agrees to include a similar right for the State to audit all records and interview staff in any subcontract related to performance of this Grant Agreement.

E. HOLD HARMLESS

 The Grantee agrees to indemnify, defend, and save harmless the State, its officials, agents and employees from any and all claims and losses accruing or resulting to any and all Grantee's staff, contractors, subcontractors, suppliers, and other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, agency, firm, corporation who may be injured or damaged by the Grantee in performance of this Grant Agreement.

F. NONDISCRIMINATION

 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 employmentrelated leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

G. AMERICANS WITH DISABILITIES ACT

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

H. DRUG-FREE WORKPLACE

- 1. The Grantee shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace.
 - ii. The person's or Organization/Agency's policy of maintaining a drug-free workplace.
 - iii. Any available counseling, rehabilitation, and employee assistance programs.
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the Project will:
 - i. Receive a copy of the company's drug-free workplace policy statement.
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Grant Agreement.
- 2. Failure to comply with these requirements may result in suspension of payments under this Grant Agreement, or termination of this Grant Agreement, or both, and Grantee may be ineligible for award of any future Grant Agreements if the department determines that any of the following has occurred:
 - a. The Grantee has made false certification or violated the certification by failing to carry out the requirements, as noted above. (GC 8350 et seq.)

I. LAW ENFORCEMENT AGENCIES

 All law enforcement Organization/Agency/Agency Grantees shall comply with California law regarding racial profiling. Specifically, law enforcement Organization/Agency/Agency Grantees shall not engage in the act of racial profiling, as defined in California Penal Code Section 13519.4.

J. LABOR CODE/WORKERS' COMPENSATION

 The Grantee is advised and made aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Grant Agreement, (refer to Labor Code Section 3700).

K. GRANT APPLICATION INCORPORATION

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

L. STATE LOBBYING

1. The Grantee is advised that none of the funds provided under this Grant Agreement may be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official, whose salary is supported by this Grant Agreement, from engaging in direct communications with the state or local legislative officials, in accordance with customary state and/or local practice.

M. REPRESENTATION AND WARRANTIES

- 1. The Grantee represents and warrants that:
 - a. It is validly existing and in good standing under the laws of the State of California, has, or will have the requisite power, authority, licenses, permits, and the like necessary to carry on its business as it is now being conducted and as contemplated in this Grant Agreement, and will, at all times, lawfully conduct its business in compliance with all applicable federal, state, and local laws, regulations, and rules.
 - b. It is not a party to any Grant Agreement, written or oral, creating obligations that would prevent it from entering into this Grant Agreement or satisfying the terms herein.
 - c. If the Grantee is a Nonprofit Organization/Agency, it will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status. If the Grantee subcontracts with a Nonprofit as part of this Grant Agreement, the Grantee shall ensure the Nonprofit will maintain its "Active" status with the California Secretary of State, maintain its "Current" status with the California Secretary of State, maintain its "Current" status with the California Secretary of State, maintain its "Current" status with the California Attorney General's Registry of Charitable Trusts, and maintain its federal and State of California tax-exempt status.
 - d. All of the information in its Grant Application and all materials submitted are true and accurate.

N. AIR OR WATER POLLUTION VIOLATION

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

O. GRANTEE NAME CHANGE

- 1. Grantee agrees to immediately inform the State, in writing, of any changes to the name of the person within the Organization/Agency/Agency with delegated signing authority.
- An Amendment is required to change the Grantee's name, as listed on this Grant Agreement. Upon receipt of legal documentation of the name change, the State will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

P. RESOLUTION

1. A county, city, district, or other local public body shall provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body, which by law, has authority to enter into a Grant Agreement, authorizing execution of the Grant Agreement.

Q. PAYEE DATA RECORD FORM STD. 204

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

R. FINANCIAL INFORMATION SYSTEM FOR CALIFORNIA GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by all Grantees.

S. CONFLICT OF INTEREST

- 1. This section serves to make the Grantee aware of specific provisions related to current or former state employees. If Grantee has any questions regarding the status of any person rendering services or involved with the Grant Agreement, the Grantee shall contact the State (California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit) immediately for clarification.
- 2. Current State Employees:
 - a. No officer or employee shall engage in any employment, activity, or enterprise, from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required, as a condition of regular state employment.
 - b. No officer or employee shall contract on their own behalf, as an independent Grantee, with any state agency to provide goods or services.
- 3. Former State Employees:
 - a. For the two-year period from the date they left state employment, no former state officer or employee may enter into a contract in which they engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to this Grant Agreement while employed in any capacity by any state agency.
 - b. For the 12-month period from the date they left state employment, no former state officer or employee may enter into a contract with any state agency if they were employed by that state agency in a policy-making position in the same general subject area as the proposed Grant Agreement within the 12-month period prior to their leaving state service.
- 4. The authorized representative of the Grantee Organization/Agency, named within this Grant Agreement, warrants their Organization/Agency and its employees have no personal or financial interest and no present or past employment or activity, which would be incompatible with

participating in any activity related to this Grant Agreement. For the duration of this Grant Agreement, the Organization/Agency and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Grant Agreement.

- 5. The Grantee Organization/Agency and its employees shall not disclose any financial, statistical, personal, technical, media-related, and/or other information or data derived from this Grant Agreement, made available for use by the State, for the purposes of providing services to the State, in conjunction with this Grant Agreement, except as otherwise required by law or explicitly permitted by the State in writing. The Grantee shall immediately advise the State of any person(s) who has access to confidential Project information and intends to disclose that information in violation of this Grant Agreement.
- 6. The Grantee will not enter into any Grant Agreement or discussions with third parties concerning materials described in paragraph five (5) prior to receiving written confirmation from the State that such third party has a Grant Agreement with the State, similar in nature to this one.
- 7. The Grantee warrants that only those employees who are authorized and required to use the materials described in paragraph 5 will have access to them.
- 8. If the Grantee violates any provisions in the above paragraphs, such action by the Grantee shall render this Grant Agreement void.

T. EQUIPMENT-USE TERMS

- 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.

Riverside County Sheriff's 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. Grantees shall not exceed the travel rates paid to exempt, excluded, and represented State of California employees and will be reimbursed at the State travel rates. Any costs beyond State travel rates will be at the expense of the Grantee.

Project Description

Riverside County Coroner investigates approximately 400 motor vehicle fatality related deaths annually, with 417 reported in 2022. 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 & Proposed Solution

Riverside County Coroner investigates motor vehicle related fatalities for the entire geographical area of Riverside County, regardless of if the death occurs within city limits or county areas. Motor vehicle fatalities make up approximately 14% of all deaths that occur in Riverside County and fall under the Coroner's jurisdiction, 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.

Performance Measures/Scope of Work

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

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

Activities Detailed

Personnel per Classification: This grant requires staff from different classifications to complete tasks and

assignments specific to their classification. The deputy coroner has knowledge of motor vehicle related fatalities through the Coroner Case Management System and can maintain and update the data worksheet. The SSRC is responsible for completing all document requests and is tasked with scanning documents. The Medical Transcriptionist handles the receipt of all toxicology results and updates the data worksheet. The Accounting Technician II is responsible for all purchasing for the Riverside County Coroner's Bureau and tracks all grant related expenditures.

This grant is used to improve and advance the data collection in Medical Examiners/Coroner's Offices supporting driving under the influence (DUI)/driving under the influence of drugs (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. Personnel and Biotox Contractor assigned to this grant ensure data collection is completed and sent to CHP. Personnel identify motor vehicle related fatalities, track data information, scan documents, oversee tasks and assignments and properly track expenditures. Detailed reports of each motor vehicle related fatality are captured and sent to CHP.

Without the personnel collecting, reviewing, maintaining, and sending the data worksheet and case reports, there would be no data collection from the Riverside County Coroner's Bureau to CHP. Personnel, contractors and direct costs allow for data to be sent to CHP.

Supervisor Sheriffs Records Clerk:

The Supervising Sheriffs Records Clerk - The SSRC is assigned to the grant and is responsible for collecting the case file, scanning all associated documents to include; Deputy Coroner narrative report, autopsy protocol, and toxicology results. The SSRC will scan the documents into a PDF format. This packet is then sent to the grantor. Each motor vehicle death, approximately 400 annually, is assigned a case file which the SSRC must retrieve, scan, and return to the file room. The SSRC will then update the data worksheet that the packet has been sent. The tasks involved in this assignment include:

On a monthly basis

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

Deputy Coroner:

The Deputy Coroner: A Deputy Coroner is assigned to the grant and is responsible for maintaining and updating the motor vehicle related fatality tracking list (data collection worksheet). This worksheet was created by CHP and provided to Riverside County Coroner to track deaths associated with motor vehicle fatalities. The deputy coroner will enter the coroner's case file, date of accident, time of accident, date of test, time of test, gender, driver or passenger status and brief case notes summarizing the death on the data collection worksheet on a daily basis. The tasks involved in these assignments include:

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

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

Medical Transcriptionist

The medical transcriptionist is assigned to the grant. The medical transcriptionist receives all toxicology reports, including those involving motor vehicle related deaths. The medical transcriptionist will review the toxicology reports, separate those relating to the grant and update the data worksheet with the toxicology results for each case listed. 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

Coroner Sergeant

The Coroner Sergeant is assigned to the grant for supervisory oversight. The Coroner Sergeant ensures the tasks and assignments of the grant are being completed. The Coroner Sergeant ensures the other classifications document their overtime associated with grant activities appropriately. 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

Accounting Technician II

The Accounting Technician II will assist with the purchase of direct cost purchases related to the grant, to include scanners, copy paper, office supplies and equipment. The Accounting Technician will track all expenditures, including direct costs, consultant costs and personnel costs and report the expenditures to the grants unit.

On a weekly basis

- Track Grant Expenditures, including supply and personnel costs
- Order supplies/expenditures relating to the grant
- Report expenditures to Grants Unit

Consultants/Contracts

(Biotox)- Riverside County Coroner contracts with Biotox laboratories for all toxicology testing of motor vehicle related fatalities. Funding is requested to cover the additional cost of a comprehensive toxicology screen on motor vehicle related deaths. Biotox produces toxicology testing results that are scanned and provided to the grantor. The anticipated cost to use this contractor is \$54,990.00/annually.

(Biotox)- The contractor Biotox is required for the Riverside County Coroner to send blood, urine, and other samples to for comprehensive toxicology testing. Riverside County Coroner does not have an in-house toxicology lab and must contract with Biotox for toxicology testing.

Coroner's Packet

Data Collecting and Reporting is completed by compiling a "Coroner's Packet" for distribution to CHP. The Coroner's Packet is comprised of the Deputy Coroner's narrative report, the autopsy protocol, and the toxicology report. To produce the documents associated with the Coroner's Packet for distribution, direct costs are incurred. The Coroner's Bureau must purchase and use printer paper, printer toner, snap scan devices, computers, monitors, office supplies, etc. There are (5) five different individuals in different classifications assigned different grant activities, all requiring use of supplies and equipment. Listed direct costs:

Other Direct Costs

- 2 ScanSnap Document scanners
- 4 Monitors
- 4 Keyboard/Mouse
- **3 Printers**
- 1 Surface Pro
- 1 Surface Doc/Protective case
- 2 Desktop
- 2 Printer toner

Miscellaneous office supplies (pens, copy paper, paper clips, etc.)

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. Program sustainability will help to be determined based on data gained during this project period. 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.

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 a continued administrative change in the level of toxicology to comply with the project's objectives.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount	
13008	Riverside County Sheriff's Department	\$95,246.63	
Cost Category	Line Item Name	Total Cost to Grant	
Personnel	Coroner Accounting Technician II Medical Transcriptionist Supervisor Sheriff's Record Clerk ategory Sub-Total	\$23,235.79 \$12,206.66 \$2,116.65 \$2,697.53 \$40,256.63	
Consultants/Contracts	Testing - The American Board of Forensic Toxicology ategory Sub-Total	\$54,990.00 \$54,990.00	
	Grant Total	\$95,246.63	

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Schedule B-1 Budget Narrative

Riverside County Sheriff's Department

Personnel

Coroner \$23,235.79 Title/Classification: Coroner Deputy

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

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

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

Number of Hours for Each Classification: 1

Title/Classification: 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.

Number of Hours for Each Classification: 2

Overtime vs. Straight time: regular overtime hours and FLSA overtime hours are determined by the workweek. FLSA workweek is defined by the employee schedule. Employee must work 40 regular hours before overtime hours can be paid at time and a half. Otherwise, the employee will be paid at system def-straight time pay. As reflected on their timesheets, employee is working overtime but are paid at different rate.

Accounting Technician II

\$12,206.66

On a weekly basis

- Track Grant Expenditures, including supply and personnel costs
- Order supplies/expenditures relating to the grant
- Report expenditures to Grants Unit

Number of Hours for Each Classification: 2

Schedule B-1 Budget Narrative

Riverside County Sheriff's Department

Overtime vs. Straight time: regular overtime hours and FLSA overtime hours are determined by the workweek. FLSA workweek is defined by the employee schedule. Employee must work 40 regular hours before overtime hours can be paid at time and a half. Otherwise, the employee will be paid at system def-straight time pay. As reflected on their timesheets, employee is working overtime but are paid at different rate.

Medical Transcriptionist

\$2,116.65

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.

Number of Hours for Each Classification: 1

Overtime vs. Straight time: regular overtime hours and FLSA overtime hours are determined by the workweek. FLSA workweek is defined by the employee schedule. Employee must work 40 regular hours before overtime hours can be paid at time and a half. Otherwise, the employee will be paid at system def-straight time pay. As reflected on their timesheets, employee is working overtime but are paid at different rate.

Supervisor Sheriff's Record Clerk

\$2,697.53

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

Number of Hours for Each Classification: 1

Overtime vs. Straight time: regular overtime hours and FLSA overtime hours are determined by the workweek. FLSA workweek is defined by the employee schedule. Employee must work 40 regular hours before overtime hours can be paid at time and a half. Otherwise, the employee will be paid at system def-straight time pay. As reflected on their timesheets, employee is working overtime but are paid at different rate.

Schedule B-1 Budget Narrative

Riverside County Sheriff's Department

Consultants/Contracts

Testing - The American Board of Forensic Toxicology

\$54,990.00

Name of Consultants/Contracts: The American Board of Forensic Toxicology: Certificate of Laboratory Accreditation

The contractor Biotox is required for the Riverside County Coroner to send blood, urine, and other samples to for comprehensive toxicology testing. Riverside County Coroner does not have an in-house toxicology lab and must contract with Biotox for toxicology testing.

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.

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 7, 2023

File No.: 060.15426.14597.066.2023.06004

Madeleine Dom Riverside County Sheriff's Department 4095 Lemon Street Riverside, CA 92501

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 \$95,246.63. The purpose of this grant funding is to help your agency reduce and mitigate the impacts of impaired driving in your community.

All grant awards, including any adjustments to requested funding, were made by the Department based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations.

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 <u>CGUGrants@chp.ca.gov</u>, 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,

K. M. DAVIS, Chief Enforcement and Planning Division



Safety, Service, and Security

An Internationally Accredited Agency