



Office of the City Manager

CONSENT CALENDAR
July 13, 2021

To: Honorable Mayor and Members of the City Council
 From: Dee Williams-Ridley, City Manager
 Submitted by: Jennifer Louis, Interim Chief of Police
 Subject: Accept Grant Funding from the California Highway Patrol (CHP) Cannabis Tax Fund Grant Program to Reduce Impaired Driving in the City of Berkeley

RECOMMENDATION

Adopt a Resolution authorizing the City Manager, or designee, to accept the “Cannabis Tax Fund Grant Program (CTFGP)” and enter into the resultant grant agreement and any amendments to fund impaired driving detection/investigation training for officers, community educational programs and supplemental impaired driving enforcement. The tentative grant allocation is \$135,462 for the period of July 1, 2021 through June 30, 2022.

FISCAL IMPACTS OF RECOMMENDATION

There is no fiscal impact for adopting the authorizing resolution to accept funding. There is no match requirement and/or leveraging of funds required. The total funding available for this project is \$135,462, which will be deposited into One-Time Grant: No Capital Expenditure revenue budget code 336-71-703-812-0000-000-421-432110 and will be expensed from the same fund. The grant, which will be officially appropriated in a future amendment to the FY 2022 Annual Appropriations Ordinance, will fund overtime, benefits, equipment and training costs with no additional General Fund expenditures.

CURRENT SITUATION AND ITS EFFECTS

Securing CHP grant funding is a Strategic Plan Priority Project, advancing our goal to create a resilient, safe, connected, and prepared city.

Currently, the Traffic Bureau of the Berkeley Police Department is staffed by four motor officers, one traffic data analyst, one sergeant and one lieutenant. Motor officers’ responsibilities include injury-collision investigations and traffic enforcement; however, resources often deplete rapidly due to ancillary duties and personnel shortages in the operations/patrol division. Additionally, Berkeley Police Department is in a hiring freeze and is forecasting even more staffing challenges in the future. Grant funding would build upon our current traffic safety efforts by allowing patrol and motor officers opportunities to address traffic safety and impaired driving – in addition to and outside of their regularly scheduled duties. Additionally, the funds would provide opportunities for

leadership development and learning in traffic safety and DUI/impaired driving enforcement and enhance the department's overall mission of public safety.

BACKGROUND

In California alone, there are 49 cities with larger populations than Berkeley. In Alameda County, Berkeley is ranked number four in population behind Oakland, Fremont, and Hayward. Yet, the City of Berkeley is famous around the globe.

As of 2018, Berkeley's population was over 121,000. The population density was over 11,000 per square mile. Nearly 48 percent of Berkeley residents use a motor vehicle to commute to work, just under 8 percent used a bicycle and 16 percent walked. Berkeley makes up only 8 percent of Alameda County's population but more than 37 percent of the county's population of people who walk and ride bikes to work. Additionally, there are 5 dispensaries in the city, and in February 2020, the Berkeley City Council voted unanimously to permit smoking, vaping and consuming cannabis in storefront retailers (previously referred to as dispensaries).

In November 2016, California voters passed AB 64: Cannabis: licensure and regulation as a statewide initiative legalizing the cultivation, sale, and adult use of marijuana. As a result, and pursuant to Revenue and Taxation Code 34019 (f)(3)(B), the State was required to set aside tax funding for the CHP to provide grants to local governments and qualified non-profit organizations. This section states that the grant funding is to be used for the *"education, prevention, and enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis; programs that help enforce traffic laws, educate the public in traffic safety, provide varied and effective means of reducing fatalities, injuries, and economic losses from collisions; and for the purchase of equipment related to enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis."*

In 2018, adult-use and medicinal use marijuana businesses began opening in cities that chose to grant local cannabis licenses, to include the City of Berkeley. There is substantial evidence that cannabis use increases the risk of motor vehicle crashes, and driving while under the influence of cannabis has become a significant concern for law enforcement and public safety.

In 2020, Berkeley Police made 100 misdemeanor DUI arrests (79 alcohol, 13 drugs only, 6 combination), 7 felony DUI arrests, and 2 minors with a blood alcohol concentration over .05%.

Over the past six years (1/2015 – 1/2021), 168 injuries occurred in collisions where alcohol or drugs were a factor. Continued, proactive enforcement through DUI saturation patrols funded through the CHP grant provide an effective aid to remove dangerously impaired drivers from the roadway, and will also assist us in educating the community to the dangers of drug and alcohol impaired driving.

The Berkeley Police Department has received notice of a conditional approval for grant funding. CHP requires the local governing body adopt a resolution authorizing the Berkeley Police Department to receive the grant funding.

ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

None identified.

RATIONALE FOR RECOMMENDATION

The purpose of this grant funding is to address impaired driving, including opportunities and projects to prevent the loss of life, injuries, and property damage caused by driving under the influence of alcohol and/or drugs. These funds are to be used for training, education, prevention, equipment and the enforcement of laws related to DUI of alcohol and other drugs, including cannabis and cannabis products.

Grant funds will assist our training program. Training officers in Standardized Field Sobriety Testing (SFST), Advanced Roadside Impaired Driving Enforcement (ARIDE), and Drug Recognition Evaluation (DRE) will enhance our overall effectiveness as a department in detecting, deterring, and apprehending impaired drivers. The purchase of Field Presumptive Testing equipment will contribute to our effectiveness and overall efficiency and will greatly assist officers in their DUI detection patrol efforts.

Grant funding builds upon our current traffic safety efforts by allowing officers opportunities in saturation enforcement to address impaired driving- in addition to and outside of their regularly scheduled duties. Additionally, the funds provide opportunities for community outreach with emphasis on impaired driving through education to include many types of media.

The Police Department requests this funding be approved to enhance our current efforts to provide a safe environment to every individual who utilizes City of Berkeley sidewalks and roadways. These efforts will include a partnership with the Berkeley Community through outreach and education regarding traffic safety and impaired driving.

ALTERNATIVE ACTIONS CONSIDERED

No other alternatives would result in preserving the shrinking General Fund resources while increasing the safety of the citizens of Berkeley.

CONTACT PERSON

Lieutenant Jen Tate, Police, Traffic Bureau, (510) 981-5383

Attachments:

1: Resolution

Exhibit A: Department of California Highway Patrol Grant Agreement

RESOLUTION NO. ##,###-N.S.

ACCEPTANCE OF CHP CANNABIS TAX FUND LAW ENFORCEMENT GRANT
FY2021/2022

WHEREAS, the California Highway Patrol has been delegated the responsibility by the Legislature of the State of California for the administration of the Cannabis Tax Fund Grant Program, setting up the necessary procedures governing the application; and;

WHEREAS, said procedures established by the California Highway Patrol require the Applicant to certify by resolution the approval of the application to the state; and

WHEREAS, successful Applicants will enter into an agreement with the California Highway Patrol to complete the Grant Scope; and

WHEREAS, the Berkeley Police Department submitted an application for funding from the CHP Cannabis Tax Fund Grant Program FY2021/2022; for the following items:

- Police Officer Training/Education
 - DUI Detection – Field Sobriety Training; and
 - Drug Influence (Health & Safety Code Section 11550) Training; and
 - Drug recognition Expert Training
- Conduct Community Outreach/Education (Social Media Messaging)
- Purchase Field Presumptive Drug Testing Device

WHEREAS, the Berkeley Police Department has received notice of conditional approval for grant funding, Exhibit A, in the amount of \$135,462;

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager, or designee, is hereby authorized to execute the agreement, and any follow up amendments with the California Highway Patrol for the CHP Cannabis Tax Fund Law Enforcement Grant FY2021/2022 in an amount of \$135,462 for the term of July 1, 2021 through June 30, 2022.

1. GRANT TITLE CHP Cannabis Tax Fund Law Enforcement Grant FY2021/2022	
2. NAME OF AGENCY Berkeley Police	4. PERFORMANCE PERIOD From: 07/01/2021 To: 06/30/2022
3. AGENCY SECTION TO ADMINISTER GRANT Berkeley Police Traffic Bureau	
5. OPPORTUNITY INFORMATION DESCRIPTION Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, improve agency's effectiveness through training and development of new strategies.	
6. FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED: \$ 135,462.00	
7. TERMS AND CONDITIONS: 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"> • Schedule A - Project Description, Problem Statement, Goals and Objectives and Method of Procedure; • Schedule B - Detailed Budget Estimate; and • 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 Agreement has been executed by the parties hereto.	
8. APPROVAL SIGNATURES	
A. AUTHORIZED OFFICIAL OF AGENCY Name: Jennifer Louis Phone: 510-981-5976 Title: Interim Police Chief Address: 2100 Milk Jr Way Berkeley, CA 94704 E-Mail: jlouis@cityofberkeley.info _____ <div style="display: flex; justify-content: space-between; width: 100%;"> (Signature) (Date) </div>	B. AUTHORIZED OFFICIAL CHP Name: Kevin Davis Phone: (916) 843-4360 Title: Chief Fax: (916) 322-3169 Address: 601 North 7th Street, Sacramento, CA 95811 E-Mail: KMDavis@chp.ca.gov _____ <div style="display: flex; justify-content: space-between; width: 100%;"> (Signature) (Date) </div>
C. ACCOUNTING OFFICER OF CHP 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 _____ <div style="display: flex; justify-content: space-between; width: 100%;"> (Signature) (Date) </div>	D. AUTHORIZED FINANCIAL CONTACT TO RECEIVE PAYMENTS Name: Chuck Gunter Address: 2100 Milk Jr Way Berkeley, CA 94704
9. PURCHASE ORDER NUMBER	

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.

TERMS AND CONDITIONS

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.

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

TERMS AND CONDITIONS

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.

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.)

TERMS AND CONDITIONS

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.

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

TERMS AND CONDITIONS

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.

TERMS AND CONDITIONS

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.

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

TERMS AND CONDITIONS

- 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 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.

TERMS AND CONDITIONS

8. If Grantee violates any provisions of 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

Berkeley Police

Law Enforcement FY 2021/2022

Project Description

According to NHTSA, traffic deaths were up 12% in the beginning of the pandemic (April to September 2020) compared to the same period in 2019. The report released in Dec 2020 cited unsafe driving habits to include drivers with drugs or alcohol in their system. In 2020, Berkeley Police officers investigated 46 collisions where the driver was impaired, 12 were injury collisions.

Best practice strategies will be conducted to reduce the number of persons killed and injured in collisions involving impaired drivers. The funded strategies would focus on reducing impaired driving through special enforcement operations, and increasing public awareness through education, and media. Additional training for BPD officers in SFST, ARIDE, DRE will add to the collective effort of reducing fatal and serious injury collisions caused by impaired drivers.

Problem Statement

In California alone, there are 49 cities with larger populations than Berkeley. In Alameda County, Berkeley is ranked number four in population behind Oakland, Fremont, and Hayward. Yet, the City of Berkeley is famous around the globe.

As of 2018, Berkeley's population was over 121,000. The population density was over 11,000 per square mile. Nearly 48 percent of Berkeley residents use a motor vehicle to commute to work, just under 8 percent used a bicycle and 16 percent walked. Berkeley makes up only 8 percent of Alameda County's population but more than 37 percent of the county's population of people who walk and ride bikes to work. Additionally, there are 5 dispensaries in the city, and In February 2020, the Berkeley city council voted unanimously to permit Smoking, vaping and consuming cannabis in storefront retailers (previously referred to as dispensaries).

In 2020, Berkeley Police made 100 misdemeanor DUI arrests (79 alcohol, 13 drugs only, 6 combo), 7 felony DUI arrests, and 2 minors with BAC over .05.

Over the past 6 years (1/2015-1/2021), 168 injuries occurred in collisions where alcohol or drugs were a factor. Continued, proactive enforcement through DUI saturation patrols funded through the CHP grant will be an effective aid for taking dangerously impaired drivers off the road, and also educating the community as to the dangers of drug and alcohol impaired driving.

Currently, the Traffic Bureau at the Berkeley Police Department is staffed by four motor officers, one traffic data analyst, one sergeant and one lieutenant. Motor officers' responsibilities include injury-collision investigations and traffic enforcement; however, resources often deplete rapidly due to ancillary duties and personnel shortages in the operations/patrol division. Additionally, Berkeley Police Department is in a hiring freeze and is forecasting even more staffing problems in the future. Grant funding would build upon our current traffic safety efforts by allowing patrol and motor officers opportunities to address traffic safety and impaired driving — in addition to and outside of their regularly scheduled duties. Additionally, the funds would provide opportunities for leadership development and learning in traffic safety and DUI/impaired driving enforcement and enhance the department's overall mission of public safety.

Performance Measures

Grant funds would allow for officer training, public education, and enforcement opportunities in regards to impaired driving. Berkeley Police would use grant funds to purchase and implement the use of Field Presumptive Technology.

Each of these goals in addition to activities and timeline would be monitored by the grant administrator. By tracking the activity of the funded projects, BPD would be able to account for and report on the effectiveness of the proposed projects.

Goal One - Officer Training: Provide our community with well-trained Officers and with the investigative skills needed to investigate impaired driving incidents/crashes. To do this, Berkeley PD will seek out SFST, ARIDE, and DRE training.

Schedule A

Berkeley Police

Law Enforcement FY 2021/2022

Objective 1.A. 2 police officers will be trained in SFST within the one-year term of this grant. This will be accomplished between Quarters 1 and 2.

Objective 1.B. 2 police officers will be trained in ARIDE within the one-year term of this grant. This will be accomplished during Quarter 3.

Objective 1.C. 2 police officers will be trained and certified in DRE within the one-year term of this grant. This will be accomplished during Quarter 4.

Objective 1.D. 1 police officer will be trained and certified in SFST Instructor Training within the one-year term of this grant. This will be accomplished during Quarter 4.

Goal Two - Education and Outreach through Press Releases and Social Media: Change social norms within our community related to cannabis-impaired driving. Berkeley PD will create informational/educational materials to publicize the costs, risks, and dangers associated with cannabis-impaired driving.

Objective 2.A. Issue 4 press releases; first to announce the kick-off of the grant. Subsequent releases to coincide with DUI Saturation patrol enforcement.

Objective 2.B. Berkeley PD press information officer to use social media to broadcast CHP approved educational messages, advisories and materials once per quarter.

Goal Three - Enforcement:

Objective 3.A. Implement DUI Saturation Patrols – Berkeley PD will conduct 8 DUI saturation patrols per quarter (a minimum of 2 officers per saturation patrol on 8-hour shifts). These patrols will focus their efforts in areas known to have a high incidence of impaired driving crashes.

Performance Plan:

Goal Name	Goal Type	Goal Details
SFST Officer Training	2	Number to be Achieved 2
ARIDE Training	2	Number to be Achieved 2
DRE Officer Training	2	Number to be Achieved 2
SFST Instructor Training	1	Number to be Achieved 1
Press Release/ Announcements	4	Number to be Achieved 4
Saturation Patrols	32	Number to be Achieved 32

Proposed Solutions

Berkeley Police Department will continue to take a proactive and comprehensive approach to public safety where injury-collisions are concerned. The department will address impaired drivers in city limits by way of DUI saturation patrols. DUI saturation patrols allow officers to both proactively seek out impaired drivers and to deploy targeted enforcement tactics based on DUI arrest and injury-collision data, enhancing the overall training and experience of those officers.

Berkeley PD will continue to work with local media to publicize our proactive enforcement efforts and to educate the community by way of public awareness campaigns and strategies.

Schedule A

Berkeley Police

Law Enforcement FY 2021/2022

In addition, grant funds will assist our training program. Training officers in SFST, ARIDE and DRE will enhance our overall effectiveness as a department at detecting, deterring, and apprehending impaired drivers. The purchase of Field Presumptive Technology related equipment will contribute to our effectiveness and overall efficiency and will greatly assist the officers in their saturation patrol efforts.

The use of oral fluid drug screening devices will be limited to Berkeley Police personnel who have attended training to recognize impairment, including Standardized Field Sobriety Testing (SFST), Advanced Roadside Impaired Driving Enforcement (ARIDE), and Drug Recognition Evaluator (DRE) training.

Berkeley Police will obtain permission from Alameda County prosecutor's office prior to deploying oral fluid drug screening devices; establish a policy for using oral fluid drug screening devices; and require personnel using these devices to receive training from the device manufacture prior to use to ensure these devices are used appropriately. The process of implementing these steps and purchasing the oral fluid drug screening device will begin at the execution of the grant agreement. Berkeley Police agrees to provide documentation if/when requested and will contact CHP Impairment Unit if additional assistance is needed.

Berkeley Police will record and provide additional information related to the number of times oral fluid drug screening devices were used, including providing information as to how the results compared to blood or urine chemical test results/DRE opinion. Additionally, Berkeley Police agrees to notify the CHP of any court cases where oral fluid drug screening devices have a favorable or negative outcome. Berkeley Police is aware that the test kits have an expiration date and will need to order appropriately to maximize their usefulness.

The Berkeley PD Traffic Unit already employees two strategies. First, the use of internal collision and SWITRS data to identify the top PCF's and the most dangerous roadways in the city for vehicles, pedestrians, and bicyclists, and to direct the majority of available resources to those areas. Secondly, alerting traffic violator behavior through vigorous traffic enforcement- by issuing citations, and arresting impaired drivers.

The Berkeley Police Traffic Bureau will coordinate with our Community Service Bureau and patrol officers to include impaired driving awareness into any public education opportunity.

All of these projects will be achieved through the timeline of the grant cycle, with emphasis on training conducted as early as possible to use the new training as much as possible during enforcement opportunities.

Method of Evaluation

Berkeley PD has a plan to evaluate the progress of each project and by the end of the grant term will be able to analyze each projects success and share the results with internal and external stakeholders. This plan includes setting goals for each quarter with regards to training, public education through media, the purchase of equipment, and special enforcement opportunities. At the end of each quarter the grant administrator will be able to use appropriate data to support the progress of goals and objectives set.

Program Sustainability

With more officers trained in SFST's, ARIDE, and DRE, there will be more personnel on patrol who actively engage in and seek out assignments in both our DUI detection and apprehension efforts in the course of their current work assignment. As other officers see the success of this training and the ability to reduce the number of impaired drivers, they will also seek to receive this training, or come up with innovative approaches to combat impaired driving.

Grant funding builds upon our current traffic safety efforts by allowing officers opportunities in saturation enforcement to address impaired driving— in addition to and outside of their regularly scheduled duties. Additionally, the funds provide opportunities for community outreach with emphasis on impaired driving through education to include many types of media.

This in addition to the purchase of equipment that our department might not otherwise be able to purchase, will hopefully have a bit of a butterfly effect on the safety of our roadways.

Schedule A

Berkeley Police

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Administrative Support

The department maintains a fulltime Traffic Data Analyst within the Traffic Bureau for both collision data analysis and reporting. In addition, the department has a full-time civilian Administrative and Fiscal Manager, who has several years of successful management experience with grant programs both at the state and local levels, and the Assistant Fiscal/Management Analyst whose responsibilities include preparation of fiscal reporting and justification. The Assistant Fiscal/Management Analyst and the Traffic Bureau Sergeant work in unison to effectively manage and deploy grant resources.

Schedule B

Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
3682	Berkeley Police	\$135,462.00

Cost Category	Line Item Name	Total Cost to Grant
Other Direct Costs	Field Presumptive Technology	\$7,000.00
	Category Sub-Total	\$7,000.00
Personnel	Salary Overtime DUI Saturation	\$111,420.00
	Benefits overtime DUI saturation	\$11,042.00
	Category Sub-Total	\$122,462.00
Travel	SFST	\$1,500.00
	ARIDE	\$1,500.00
	SFST Instructor	\$3,000.00
	Category Sub-Total	\$6,000.00

Grant Total	\$135,462.00
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Schedule B-1

Budget Narrative

Berkeley Police

Law Enforcement FY 2021/2022

Other Direct Costs

Field Presumptive Technology \$7,000.00

The purchase of Field presumptive technology will enhance BPD Officers ability to test for drug impairment roadside. Drager 5000 is a fast and accurate means of testing oral fluid samples and data management software for maintaining record

- DRÄGER 5000 ANALYZER \$4,975.00
- STK 7-Panel Test Kit (20 PCS.) \$464.00
- Training Test Kit (POS.) \$21.20
- Training Test Kit (NEG.) \$21.20
- DrugTest 5000 Transport Bag \$173.00
- Dräger Mobile Printer \$714.00
- Printer Paper Roll \$3.00
- Compact Keyboard\$44.00
- Comm. Cable, USB A/B, 6ft. \$10.00
- DrugTest 5000 12V vehicle charger \$22.00
- Tax 9% \$580.26
- Total \$7027.66

Conditional Requirements from CHP Panel as mentioned in Proposed Solution will be adhered to by Berkeley PD.

Personnel

\$111,420.00

Salary Overtime DUI Saturation

Amount calculated for 500 hours of DUI Saturation OT
 Hourly OT rate 111.42 = 111,420
 Benefit Rate 9.91% = 11,042
 Total cost = 122,461

Benefits overtime DUI saturation \$11,042.00

DUI Saturation Patrol 500 hours
 Hourly OT rate 111.42 = 111,420
 Benefit Rate 9.91% = 11,042
 Total cost = 122,461

Travel

SFST \$1,500.00

travel/lodging for 2 students to attend SFST training

ARIDE \$1,500.00

Travel/lodging for 2 students to attend ARIDE training

SFST Instructor \$3,000.00

Travel/Lodging for 1 student to attend SFST Instructor Training

