



Office of the City Manager

CONSENT CALENDAR  
July 26, 2022

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 (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 for \$112,336.60 for the period of July 1, 2022 through June 30, 2023.

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 \$112,336.60, which will be deposited into budget code 336-71-703-812-0000-000-421-432110. Grant funding will be used to offset expenditures. The grant will fund overtime, benefits, and training costs with no additional General Fund expenditures. The grant funds will be officially appropriated in the First Amendment to the FY 2023 Annual Appropriations Ordinance.

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 two 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, the Berkeley Police Department is in the midst of a staffing shortage and is forecasting even more staffing challenges in the near

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, 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 as of February 2020 smoking, vaping and consuming cannabis in storefront retailers (previously referred to as dispensaries) was authorized.

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, including 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 2021, Berkeley Police made 96 misdemeanor DUI arrests (73 alcohol, 14 drugs only, 9 combination), 12 felony DUI arrests, and 1 minor with a blood alcohol concentration over .05%.

Over the past seven years (1/2015 – 1/2022), 190 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

Accept Grant Funding from the California Highway Patrol (CHP)  
Cannabis Tax Fund Grant Program to Reduce Impaired Driving  
in the City of Berkeley

CONSENT CALENDAR

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

There are no identifiable environmental effects, climate impacts, or sustainability opportunities associated with the subject of this report.

#### 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, 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.

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
- 2: Department of California Highway Patrol Grant Agreement

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

ACCEPTANCE OF CHP CANNABIS TAX FUND LAW ENFORCEMENT GRANT  
FY2022/2023

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 applied for funding from the CHP Cannabis Tax Fund Grant Program FY2022/2023; 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)

WHEREAS, the Berkeley Police Department has received notice of conditional approval for grant funding, Exhibit A, in the amount of \$112,336.60;

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 FY2022/2023 in an amount of \$112,336.60 for the term of July 1, 2022 through June 30, 2023.

<b>1. GRANT TITLE</b> FY22/23 CTFGP Law Enforcement - Berkeley Police Department	
<b>2. NAME OF AGENCY</b> Berkeley Police	<b>4. PERFORMANCE PERIOD</b>  From: 07/01/2022 To: 06/30/2023
<b>3. AGENCY SECTION TO ADMINISTER GRANT</b>	
<b>5. OPPORTUNITY INFORMATION DESCRIPTION</b> Law Enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis. 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.	
<b>6. FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED</b> \$112,336.60	
<b>7. TERMS AND CONDITIONS</b> The Grantee agrees to complete the Project as described in the Project Description. The Grantee's Application, and the California Code of Regulations, Title 13, Division 2, Chapter 13, Sections 1890.00-1890.27 are hereby incorporated into this agreement by reference.  The parties hereto agree to comply with the terms and conditions of the following attachments: <ul style="list-style-type: none"><li>• Schedule A - Project Description, Problem Statement, Goals and Objectives, and Method of Procedure;</li><li>• Schedule B - Detailed Budget Estimate; and</li><li>• Schedule B-1 - Budget Narrative.</li></ul> 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.	
<b>8. APPROVAL SIGNATURES</b>	
<b>A. AUTHORIZED OFFICIAL OF AGENCY</b> Name: Jennifer Louis Phone: 510-981-5976 Title: Interim Police Chief  Address: 2100 MLK Jr Way Berkeley, CA 94704  E-Mail: jloius@cityofberkeley.info  _____ (Signature) (Date)	<b>B. AUTHORIZED OFFICIAL CHP</b> Name: Evan Robinson Phone: (916) 843-4360 Title: Captain Fax: (916) 322-3169  Address: 601 North 7th Street, Sacramento, CA 95811  E-Mail: ERobinson@chp.ca.gov  _____ (Signature) (Date)
<b>C. ACCOUNTING OFFICER OF CHP</b> Name: C. M. Jones Phone: (916) 843-3531 Title: Commander Fax: (916) 322-3159  Address: 601 North 7th Street, Sacramento, CA 95811  E-Mail: catrina.jones@chp.ca.gov  _____ (Signature) (Date)	<b>D. AUTHORIZED FINANCIAL CONTACT TO RECEIVE PAYMENTS</b> Name: Chuck Gunter Address: 2100 MLK Jr Way Berkeley, CA 94704
<b>9. PURCHASE ORDER NUMBER</b>	

## TERMS AND CONDITIONS

Grantee shall comply with the California Code of Regulations, Title 13, Division 2, Chapter 13 Section 1890, et seq. and all other terms and conditions noted in this Agreement. Failure by the Grantee to comply may result in the termination of this Agreement by the California Highway Patrol (hereafter referred to as State). The State will have no obligation to reimburse the Grantee for any additional costs once the Grant Agreement has been terminated.

### A. EXECUTION

1. The State (the California Highway Patrol) hereby awards to the Grantee the sum of money stated on page one of this Agreement. This funding is awarded to the Grantee to carry out the project set forth in the Project Description and the terms and conditions set forth in this Agreement.
2. The funding for this Agreement is allocated pursuant to California Revenue and Taxation Code Section 34019(f)(3)(B). The Grantee agrees that the State's obligation to pay any sum under this Agreement is contingent upon availability of funds disbursed from the California Cannabis Tax Fund to the State. If there is insufficient funding, the State shall have the option to either: 1) terminate this Agreement, whereby no party shall have any further obligations or liabilities under this Agreement, or 2) negotiate an Agreement amendment to reduce the grant award and scope of services to be provided under this Agreement.
3. The Grantee is not to commence or proceed with any work in advance of receiving notice that the Grant Agreement has been approved. Any work performed by the Grantee in advance of the date of approval by the State shall be deemed volunteer work and will not be reimbursed by the State.
4. The Grantee agrees to provide any additional funding, beyond what the State has agreed to provide pursuant to this Agreement, necessary to complete or carry out the project as described in this Agreement. Any modification or alteration of this Agreement, as set forth in the Grant Application submitted by the Grantee and on file with the State, must be submitted in writing 30 calendar days in advance to the State for approval.
5. The Grantee agrees to complete the project within the timeframe indicated in the Performance Period, which is on page one of this Agreement.

### B. PROJECT ADMINISTRATION

1. The Grantee shall submit all reimbursements, progress, performance, and/or other required reports concerning the status of work performed in furtherance of this Agreement on a quarterly basis, or as requested by the State.
2. The Grantee shall provide the State with a final report showing all project expenditures, which includes all State and any other project funding expended, within 60 calendar days after completion of this Agreement.
3. The Grantee shall ensure all equipment which is purchased, maintained, operated, and/or developed is available for inspection by the State.
4. Equipment purchased through this Agreement shall be used for the education, prevention, and enforcement of impaired driving laws unless the Grantee is funding a portion of the purchased price not dedicated to impaired driving and that portion is not part of the project costs. Equipment purchased under this Agreement must only be used for approved project related purposes unless otherwise approved by the State in writing.
5. Prior to disposition of equipment acquired under this Agreement, the Grantee shall notify the State via e-mail, and by telephone, by calling the California Highway Patrol, Impaired Driving Section, Cannabis Grants Unit at (916) 843-4360.

## TERMS AND CONDITIONS

### C. PROJECT TERMINATION

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

### D. FINANCIAL RECORDS

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

### E. HOLD HARMLESS

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

## TERMS AND CONDITIONS

### F. NONDISCRIMINATION

1. The Grantee agrees to comply with State and federal laws outlawing discrimination, including, but not limited to, those prohibiting discrimination because of sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (including cancer or genetic characteristics), sexual orientation, political affiliation, position in a labor dispute, age, marital status, and denial of statutorily-required employment-related leave. (GC 12990 [a-f] and CCR, Title 2, Section 8103.)

### G. AMERICANS WITH DISABILITIES ACT

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

### H. DRUG-FREE WORKPLACE

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

### I. LAW ENFORCEMENT AGENCIES

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



## TERMS AND CONDITIONS

### J. LABOR CODE/WORKERS' COMPENSATION

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

### K. APPLICATION INCORPORATION

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

### L. STATE LOBBYING

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

### M. REPRESENTATION AND WARRANTIES

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

### N. AIR OR WATER POLLUTION VIOLATION

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

## TERMS AND CONDITIONS

### O. GRANTEE NAME CHANGE

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

### P. RESOLUTION

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

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

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

### R. GOVERNMENT AGENCY TAXPAYER ID FORM

1. This form shall be completed by governmental Grantees.

### S. CONFLICT OF INTEREST

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

## TERMS AND CONDITIONS

employment or activity which would be incompatible with participating in any activity related to this Agreement. For the duration of this Agreement, the organization and its employees will not accept any gift, benefit, gratuity or consideration, or begin a personal or financial interest in a party who is associated with this Agreement.

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

### T. EQUIPMENT-USE TERMS

1. The Grantee agrees any equipment purchased under this Grant Agreement shall be used for impaired driving efforts.
2. Law Enforcement Projects:
  - a. Oral Fluid Drug Screening Devices and Cannabis/Marijuana Breath Testing Equipment - The Grantee agrees to ensure all personnel using road-side drug testing equipment, including oral fluid drug testing devices and/or cannabis/marijuana breath testing devices, purchased with grant funds from this Agreement, are trained to recognize alcohol and drug impairment. At a minimum, personnel using these devices should receive Standardized Field Sobriety Testing training. These personnel are also encouraged to attend Advanced Roadside Impaired Driving Enforcement and Drug Recognition Evaluator training. Prior to using these devices, the Grantee agrees to obtain permission from their local prosecutor's office; establish a policy ensuring appropriate use; and require the staff using these devices to receive appropriate training, which may include training from the manufacturer. This will help ensure the equipment is used appropriately. The Grantee shall advise the State (California Highway Patrol, Impaired Driving Section), of any legal challenges or other items of significance that may affect the use or legal acceptance of these devices. Additionally, the State may request additional information about the performance of these devices, including information about their use, accuracy, and feedback from personnel using the devices.
  - b. Law Enforcement Vehicles – The Grantee agrees any law enforcement vehicles purchased with funds from this agreement will be primarily used for the enforcement of driving under the influence laws and/or providing public education related to the dangers of driving under the influence. Additionally, any vehicle purchased using funds from this Agreement shall comply with all California Vehicle Code and California Code of Regulation requirements. The State may require the Grantee to mark these vehicles with a decal and/or emblem indicating the vehicle is used for driving under the influence enforcement.

## Schedule A

### **Project Description**

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 2021, Berkeley police officers investigated 62 collisions where the driver was impaired. Of those, 16 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 will focus on reducing impaired driving through special enforcement operations, and increasing public awareness through education and media engagement. Additional training for BPD officers in SFST, ARIDE, DRE will add to our collective effort to reducing fatal and serious 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 fourth in population size behind Oakland, Fremont, and Hayward. Yet, the City of Berkeley is famous around the globe.

As of 2022, Berkeley's population is over 121,000. The population density is over 11,000 per square mile. Nearly 48 percent of Berkeley residents use a motor vehicle to commute to work, just under eight (8) percent used a bicycle and 16 percent walked. Berkeley makes up only eight (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 five (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 2021, Berkeley Police made 124 misdemeanor DUI arrests (100 alcohol, 14 drugs only, 9 combo, 1 minor with BAC over .05.), and 10 felony DUI arrests.

Over the past 7 years (1/2015-1/2022), 190 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. The grant would also provide the means to educate the community of the dangers of drug and alcohol impaired driving.

Currently, the Traffic Bureau of the Berkeley Police Department is staffed by three (3) Motor Officers, one (1) Traffic Data Analyst, one (1) Sergeant and one (1) Lieutenant. Motor officer 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. Grant funding would build upon our current traffic safety efforts by allowing patrol and motor officers the ability 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 education in traffic safety and DUI/impaired driving enforcement, as well as enhance the department's overall mission of public safety.

### **Proposed Solutions**

The Berkeley Police Department will continue to take a proactive, comprehensive approach to public safety where injury-collisions are concerned. The department will address impaired drivers within city limits by way of DUI saturation patrols. DUI saturation patrols allow officers to both proactively seek out impaired drivers and to deploy directed enforcement tactics based on DUI arrest and injury-collision data. This approach will help to enhance 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.

In addition, grant funds will assist our training program. Having the opportunity to training more officers in SFST, ARIDE and DRE will strengthen our overall effectiveness as a department in the detection, deterrence, and apprehension of impaired drivers.

## Schedule A

The Berkeley PD Traffic Bureau already employs two strategies of traffic enforcement. First, the use of internal collision and SWITRS data are used to identify the top PCF's and the most dangerous roadways in the city for vehicles, pedestrians, and bicyclists. This allows us the ability to use a data driven approach to direct the majority of available resources to those identified areas. Secondly, we seek to alter traffic violator behavior through vigorous traffic enforcement- by issuing citations, and arresting impaired drivers.

The Berkeley Police Traffic Bureau will collaborate with our Community Service Bureau and patrol officers to identify where impaired driving awareness can be included in public education opportunities.

All of these projects will be achieved throughout the grant cycle, with priority given to sending officers to training early on in the grant cycle. This prioritization will enable officers to put their newly acquired training to use during the grant cycle to enhance our ability to meet our intended enforcement and deterrence goals.

### **Performance Measures**

Grant funds would allow for officer training, public education, and enforcement opportunities, with regard to impaired driving.

Each goal, activity and overall 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 skills needed to investigate impaired driving incidents/crashes. To do this, Berkeley PD will seek out SFST, ARIDE, and DRE training.

Objective 1.A. Two (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. Two (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. One (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 four (4) press releases; first to announce the kick-off of the grant. Subsequent releases to coincide with DUI Saturation patrol enforcement.

Objective 2.B. Collaborate with the 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 ten (10) DUI saturation patrols per quarter (a minimum of two (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:

## Schedule A

Goal Name	Goal Type	Goal Details
SFST Officer Training	2	Number to be Achieved 2
ARIDE 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	42	Number to be Achieved 42

**Project Performance 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 the project success and share the results with internal and external stakeholders. This plan includes setting goals for each quarter with regard to training, public education (through media), and 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 resultant reduction in the number of impaired drivers, they will likely be motivated to seek out ways to receive this training as well. Having well trained officers will allow our agency to come up with more innovative approaches to combat impaired driving.

Grant funding builds upon our current traffic safety efforts by allowing officers more opportunities to work saturation enforcement to address impaired driving— in addition to and outside of their regularly scheduled duties. Additionally, the funds provide greater opportunity for community outreach focused on impaired driving through education, by way of utilizing a variety of media outlets.

**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 at both state and local levels. We also have an 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
9588	Berkeley Police	\$112,336.60

Cost Category	Line Item Name	Total Cost to Grant
Personnel	Salary overtime DUI Saturation	\$96,320.00
	Benefits overtime DUI saturation	\$10,016.60
<b>Category Sub-Total</b>		<b>\$106,336.60</b>
Travel	SFST	\$1,500.00
	ARIDE	\$1,500.00
	SFST Instructor	\$3,000.00
<b>Category Sub-Total</b>		<b>\$6,000.00</b>

<b>Grant Total</b>	<b>\$112,336.60</b>
--------------------	---------------------

Schedule B-1

Budget Narrative

Personnel

**Salary overtime DUI Saturation** \$96,320.00

660 hours of DUI saturation patrols @ a range of \$138.88 - \$168.00 per hour.

There are several Lieutenants have been proactive in their DUI enforcement effort for a number of years. We would like to give them an opportunity participate in saturation patrols as they can help younger officers become more proficient in their enforcement efforts. Therefore we are asking for a range depending on whether an officer or lieutenant is working.

**Benefits overtime DUI saturation** \$10,016.60

9.83% for benefits (WC 8.38 and Medicare 1.45%)

Travel

**SFST** \$1,500.00

When the SFST Schedule of classes is updated for this grant time-period we would like to send 2 officers to a location in northern CA. Some recent options have been Rhonert Park, Citrus Heights and Edwards. The 3-day class cost estimates would include but not exceed: per diem \$185 per officer, lodging \$465 per officer, and \$200 per officer. This training would ideally be completed in the 1st and 2nd quarter.

**ARIDE** \$1,500.00

When the ARIDE Schedule of classes is updated for this grant time-period we would like to send 2 officers to a location in northern CA. Some recent options have been Placerville, Citrus Heights and Edwards. The 2-day class cost estimates would include but not exceed: per diem \$111 per officer, lodging \$400 per officer, and \$239 per officer. This training would ideally be completed in the 3rd quarter.

**SFST Instructor** \$3,000.00

There is a SFST Instructor class in Glendale in the 1st quarter of this grant period. This 5-day class for 1 officer cost estimates would include but not exceed: per diem \$333, lodging \$1333, and \$1334 for travel.