



# AGENDA REPORT

**TO:** Jestin D. Johnson  
City Administrator


**FROM:** Floyd Mitchell  
Chief of Police

**SUBJECT:** CHP Cannabis Tax Fund Grant

**DATE:** August 20, 2024

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City Administrator Approval

  
Jestin Johnson (Aug 27, 2024 16:14 PDT)

Date: Aug 27, 2024

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## **RECOMMENDATION**

**Staff Recommends That The City Council Adopt A Resolution Authorizing The City Administrator To Accept And Appropriate Grant Funds In The Amount Of One Hundred And Fifty-Eight Thousand Three Hundred and Sixty Dollars (\$158,360) From The State Of California Highway Patrol (CHP) Proposition 64 Grant, For The Fiscal Year 2024-2025, To Be Administered By The Oakland Police Department (OPD) And To Authorize The General Purpose Services Fund To Contribute Twenty Thousand Six Hundred Eighty Two Dollars (\$20,682) To Cover The Related Central Services Overhead Charges.**

## **EXECUTIVE SUMMARY**

The approval of this resolution will allow CHP Prop 64 grant funds to be received by OPD Training Section for traffic safety courses related to impaired or drugged driving. The grant funds will be used to train additional officers on advanced detection, recognition, and field testing of impaired drivers increasing public safety.

## **BACKGROUND / LEGISLATIVE HISTORY**

Law enforcement grants provide financial assistance to allied agencies for the education, prevention, and the enforcement of laws related to driving under the influence of alcohol and other drugs, including cannabis and cannabis products. The intent of the program is to educate the public regarding the dangers of impaired driving, enforce impaired driving laws on the roadway, and improve the Organization/Agency's effectiveness through training and development of new strategies.

The Oakland Police Department is facing a significant shortage of certified Drug Recognition Experts (DRE). Effective enforcement of Driving under the influence (DUI) and Drugged driving laws requires a sufficient number of trained personnel to conduct operations efficiently. Advanced DUI and Cannabis DUI Investigations refer to the ability of law enforcement officers to observe, identify, and articulate the signs of impairment related to drugs, alcohol, or a combination of both in order to reduce the number of impaired driving incidents, serious injury, and fatal crashes.

City Council  
September 17, 2024

The approval of this resolution will allow CHP Prop 64 grant funds to be received by OPD Training Section for traffic safety courses related to impaired or drugged driving. The grant provides funding to cover any fees, costs related to attendance, travel, lodging, labor/backfill for Officers (student) attending any training related to Impaired driving enforcement (ARIDE, advanced SFST, DAR, DRE, Advanced DUI investigation, or to Cannabis DUI investigation, SFST or DRE Instructor course, CNOA classes or Conference). It also provides funding to purchase necessary equipment and supplies to support training and administrative tasks. Officers will receive the appropriate training to conduct thorough DUI investigations during DUI enforcement operations. Additionally, advanced enforcement trained officers will provide additional support the during non-saturation operations.

The \$158,360 grant awarded to OPD will also be used for several trainings.

- Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) POST-certified training
- Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) POST-certified training
- Send law enforcement personnel to the DRE certification training
- Send law enforcement personnel to the DRE recertification training
- Send law enforcement personnel to the DRE Instructor certification training
- Send law enforcement personnel to the DRE recertification training
- Send law enforcement personnel to any impairment training related to Cannabis
- Cover related In-State Travel

## **ANALYSIS AND POLICY ALTERNATIVES**

The acceptance and appropriation of these funds will advance the citywide priorities of holistic community safety and responsive trustworthy government. The state of California and OPD are strategizing how to mitigate traffic injuries, collisions, and deaths. With the appropriate staffing, enforcement, and training, OPD, along with its partners, can continue to address the issues which are causing harm in the community.

Staff will continue to operate the CHP Prop 64 grant in accordance with OPD policies and the CHP Prop 64 grant requirements.

- Send 18 law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) POST<sup>1</sup>-certified training
- Send 18 law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) POST-certified training
- Send law enforcement personnel to the Drug Recognition Expert (DRE) recertification training
- Send 18 law enforcement personnel to the Drug Recognition Expert (DRE) training
- Send 2 law enforcement personnel to the Drug Recognition Expert (DRE) Instructor training

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<sup>1</sup> POST = California Commission on Police Officer Standards and Testing

Officers' progress through training progression will be tracked and reported to coordinator bi-monthly. Success will be measured by monitoring the data captured during traffic enforcement operations involving Officers who have received and completed the desired training. Cumulative and correlative data will be shared with CHP.

**FISCAL IMPACT**

CHP Prop 64 grant will reimburse the city up to \$158,360 for the various enforcement operations and education programs during the grant period July 1, 2024, to June 30, 2025. The budget for the OTS STEP grant award is outlined in **Table 5** below.

**Table 5 CHP Prop 64 Funding Plan**

Use of Funds	Amount
ARIDE / DAR Training, travel, room and board (18 attendees)	\$16,650
California Narcotics Officers Association Training Conference 24 hours (18 attendees)	\$35,100
Drug Abuse Recognition/Drugged driving training 24 hours, registration, travel, and room and board (18 attendees)	\$21,960
DRE 72 hour classroom training, travel, room and board (18 attendees)	\$57,150
DRE 30 hours Field Exercise, room and board (18 attendees)	\$16,200
DRE 8 hours update, room and board, and travel (18 attendees)	\$8,550
DRE Instructor 40 hours (2 attendees)	\$2,750
<b>TOTAL</b>	<b>\$158,360</b>

Funds will be allocated in the State of California Grant Fund (2159), Traffic Enforcement Division Organization (107510), Traffic Operations Program (PS14), in Project TBD. The program will be managed by the Traffic Operations Section Commander.

**Table 6 - Location of Grant Funds**

<b>Fiscal Year</b>	<b>Fund Source</b>	<b>Organization</b>	<b>Project</b>	<b>Award</b>	<b>Amount</b>
2024-25	2159	107510	TBD	TBD	\$158,360

Based on the City's Central Services Overhead (CSO) rate of 13.06 percent, overhead charges associated with the grant's personnel costs will be approximately \$20,682. However, per the granting agency, indirect costs such as CSO charges are disallowed. Staff therefore requests the City's General-Purpose Fund contribute \$20,682 to cover the CSO charges.

The funding code for the Central Services Overhead will be General Purpose Fund (1010), Criminalistics Org (102610), Project (TBD), Central Services Overhead Account (58522), Program (TBD).

**PUBLIC OUTREACH / INTEREST**

This item is of interest to the public as these grant funds will be used to promote public safety and in support of Safe Oakland.

**COORDINATION**

This report and legislation have been reviewed by the Office of the City Attorney and the Budget Bureau.

**SUSTAINABLE OPPORTUNITIES**

***Economic:*** There are no economic activities associated with this report

***Environmental:*** There are no environmental opportunities identified in this report.

***Race and Equity:*** OPD recognizes that traffic stop data shows a high percentage of African Americans and Latinos are stopped. As this report explains, officers are directed to focus on areas identified as locations where the city has its highest number of injury and fatal collisions. Traffic Officers have all attended Procedural Justice Training and Implicit Bias Training to ensure that officers are aware of how police efforts can negatively impact communities of color. All stops are reviewed by the first level supervisor and the Traffic Section Commander. OPD recently rolled out a new risk management dashboard for review; OPD plans to use this tool and reduce the high number of stops made in communities of color. OPD considers equity and the geographic distribution of traffic enforcement while also recognizing that there continue to be opportunities to improve how equity informs local traffic enforcement.

Safe Oakland Streets has a goal of eliminating severe and fatal injury inequities including racial disparities impacting BIPOC communities that exist today in Oakland. In 2018, the Oakland Equity Indicators Report found troubling disparities in pedestrian deaths in Oakland. The City of Oakland experiences approximately two severe or fatal traffic crashes each week, with crashes

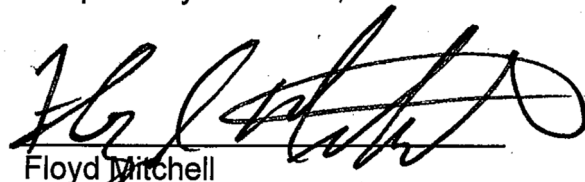
disproportionately impacting BIPOC, high priority communities, and seniors. In December 2020, OPD reported a surge in traffic-related fatalities where 36 people were killed on Oakland's roadways, compared to the 26 people killed in 2019. Fatalities decreased only slightly to 30 people killed in 2021. In the first nine months of 2022, 29 people were killed, and in the first 6 months of 2023, 13 people have been killed. The most common causes of collisions are speeding, failure to yield, unsafe turning, red light running, and driving under the influence of drugs and/or alcohol. The majority (60%) of crashes are highly concentrated on just 6% of the 800 miles of Oakland's city-maintained streets, as identified as Oakland's high injury network. Furthermore, the High Injury Network (HIN) generally overlaps with Oakland's map of priority neighborhoods as found in Oakland's Geographic Equity Toolbox. The toolbox prioritizes neighborhoods based on concentrations of people with demographic factors determined to have experienced historic and current disparities. Reckless driving, speeding, unlicensed vehicle operation, DUI, and other traffic problems negatively impact public safety and the quality of life of all Oaklanders. Efforts to address these problems will lead to life improvements for all resident and visitors.

**ACTION REQUESTED OF THE CITY COUNCIL**

Staff Recommends That The City Council Adopt A Resolution Authorizing The City Administrator To Accept And Appropriate Grant Funds In The Amount Of One Hundred And Fifty-Eight Thousand Three Hundred and Sixty Dollars (\$158,360) From The State Of California Highway Patrol (CHP) Proposition 64 Grant, For The Fiscal Year 2024-2025, To Be Administered By The Oakland Police Department (OPD) And To Authorize The General Purpose Services Fund To Contribute Twenty Thousand Six Hundred Eighty Two Dollars (\$20,682) To Cover The Related Central Services Overhead Charges.

For questions about this report, please contact Officer John Romero, OPD, Special Operations Division, at (510) 774-5363.

Respectfully submitted,



Floyd Mitchell  
Chief of Police  
Oakland Police Department

Reviewed by:  
John Romero, Officer  
OPD, Special Operations Division

LaRaija Marshal, Fiscal Services Manager  
OPD, Fiscal Services Division

Prepared by:  
Tracey Jones, Police Services Manager  
OPD, Research and Planning

**Attachments (2):**

- A: Department of CHP Grant Agreement
- B. Cannabis Tax Fund Program Reference Guide



## TERMS AND CONDITIONS

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

### A. EXECUTION

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

### B. PROJECT ADMINISTRATION

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



## TERMS AND CONDITIONS

### C. PROJECT TERMINATION

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

### D. FINANCIAL RECORDS

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

### E. HOLD HARMLESS

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

## TERMS AND CONDITIONS

### F. NONDISCRIMINATION

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

### G. AMERICANS WITH DISABILITIES ACT

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

### H. DRUG-FREE WORKPLACE

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

### I. LAW ENFORCEMENT AGENCIES

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

## TERMS AND CONDITIONS

### J. LABOR CODE/WORKERS' COMPENSATION

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

### K. GRANT APPLICATION INCORPORATION

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

### L. STATE LOBBYING

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

### M. REPRESENTATION AND WARRANTIES

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

### N. AIR OR WATER POLLUTION VIOLATION

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

## TERMS AND CONDITIONS

### O. GRANTEE NAME CHANGE

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

### P. RESOLUTION

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

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

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

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

1. This form shall be completed by all Grantees.

### S. CONFLICT OF INTEREST

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

## TERMS AND CONDITIONS

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

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

### T. EQUIPMENT-USE TERMS

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

## Schedule A

### Oakland Police Dept Crime Lab

**All grant awards, including any adjustments to requested funding, were made by the Cannabis Grants Unit based on the merits of the Grant Application, scale of operation, and in accordance with the Request for Application (RFA) requirements and associated regulations. As a result, not all Project activities and items detailed in Schedule A are applicable. Refer to Schedule B - Detailed Budget Estimate for approved Budget line items and Project activities. Project activities and items that are not clearly identified/specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase.**

#### **Project Description**

Driving under the influence of alcohol and drugs is a national problem and has been a persistent problem for the citizens of Oakland. At a population of over 430,000 and 831 miles of city streets contained in 73 square miles, the city of Oakland is the eighth largest city in California and the third largest city in the San Francisco Bay Area.

According to sources and studies found at the National Highway Traffic Safety Administration (NHTSA), there exists a correlation between driving under the influence of alcohol and/or drugs (DUI/DUID) and vehicular crashes. The crashes can result in injuries, death and property damage for the victims involved. The Oakland Police Department currently has 2 Drug Recognition Experts (DRE). This project will increase the total number of Oakland police with additional training on impaired driving while under the influence of both alcohol and drugs.

The grant funds will be used to train additional officers on advanced detection, recognition, and field testing of impaired drivers increasing public safety.

#### **Problem Statement & Proposed Solution**

Problem Statement:

The Oakland Police Department is facing a significant shortage of certified Drug Recognition Experts (DRE). Effective enforcement of DUI and Drugged driving laws requires a sufficient number of trained personnel to conduct operations efficiently. Advanced DUI and Cannabis DUI Investigations refer to the ability of law enforcement officers to observe, identify, and articulate the signs of impairment related to drugs, alcohol, or a combination of both in order to reduce the number of impaired driving incidents, serious injury, and fatal crashes.

Proposed Solution:

Allocate funding to cover fees, costs related to attendance, travel, lodging, labor/backfill for Officers (students) attending any training related to Impaired driving enforcement. This includes courses such as ARIDE, advanced SFST, DAR, DRE, Advanced DUI investigation, Cannabis DUI investigation, SFST or DRE Instructor course, CNOA classes or Conference. Additionally, provide funding to purchase necessary equipment and supplies to support training and administrative tasks.

By providing officers with appropriate training, they will be equipped to conduct thorough DUI investigations during enforcement operations. Furthermore, having advanced enforcement trained officers will offer additional support during non-saturation operations and assist the department's goal in reducing the number of impaired drivers in City of Oakland.

#### **Performance Measures/Scope of Work**

Performance Measures:

The goal is to produce 16 additional Drug Recognition Expert (DRE) certified Oakland officers, with 16 officers certified by the end of the grant cycle.

The training for a DRE certified officer has predetermined learning track. The first step would be to attend the DAR / ARIDE / Drug Abuse Recognition training (DAR) / DUI Detection – Field sobriety training first. These classes are 16 to 40 hrs. each. Then they would attend basic DRE class instruction of 70hrs then field proficiency portion which is another 30 hrs. The courses will be complete based on availability of the classes provided by CHP or other outside training providers. The courses will be complete based on availability of the classes provided by CHP or other outside training providers.

## **Schedule A**

The progress should be evaluated quarterly and measured by the courses completed towards the end goal of the officer(s) being certified as a Drug Recognition Expert. Each quarter ensuring that 4 sworn personnel are able to attend training (Q1= \$39,590, Q2=39,590, Q3=39,590, Q4=39,590) Aim to have advanced enforcement trained officers will offer additional support during non-saturation operations and assist the department's goal in reducing the number of impaired drivers.

### **Project Performance Evaluation**

Method of Evaluation:

The progress of officers through the training progression will be tracked and reported to the coordinator bi-monthly. Success will be measured by monitoring the data captured during traffic enforcement operations involving officers who have received and completed the desired training.

Cumulative and correlative data will be shared with the California Highway Patrol (CHP) for further analysis and evaluation.

### **Program Sustainability**

Program Sustainability:

The Oakland Police Department's Traffic Division includes an enforcement unit dedicated to traffic-related matters. Additionally, there are additional officers trained to operate traffic enforcement vehicles, ensuring ongoing support for traffic enforcement initiatives.

### **Administrative Support**

Authorized training enables a student to attend a CA POST-certified instructor's course in both FSST and DRE. This ensures internal augmentation and the retention of trained personnel within the department.

## Schedule B

### Detailed Budget Estimate

Award Number	Organization/Agency	Total Amount
17923	Oakland Police Department	\$158,360.00

Cost Category	Line Item Name	Total Cost to Grant
Travel	DRE Training - Travel	\$57,150.00
	ARIDE Training - Travel	\$16,650.00
	DRE Instructor Training - Travel	\$2,750.00
	DRE Recertificate - Travel	\$8,550.00
	DRE Field Certification - Travel	\$16,200.00
<b>Category Sub-Total</b>		<b>\$101,300.00</b>
Other Direct Costs	CNOA Training - Travel	\$35,100.00
	DAR Training - Attend	\$21,960.00
<b>Category Sub-Total</b>		<b>\$57,060.00</b>

<b>Grant Total</b>	<b>\$158,360.00</b>
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# Schedule B-1 Budget Narrative

## Oakland Police Department

Prior to engaging in grant-funded Saturation Patrols, DUI Checkpoints, or other enforcement activities in areas where the grantee does not have primary traffic jurisdiction, the grantee should consult with the agency having primary traffic jurisdiction.

### Travel

#### ARIDE Training - Travel

\$16,650.00

ARIDE 16Hrs

(DAR) 16 Hrs.

Avg 3-day Room/board \$675

Avg Instate travel (air) \$250.

\$925.00

16 @\$16,650.00

#### DRE Training - Travel

\$57,150.00

DRE 72 hr Classroom

\$225.00 @13 days Room/Board \$2,925.00

Avg Instate travel (air) \$250.

16@\$57,150.00

#### DRE Field Certification - Travel

\$16,200.00

DRE Field Cert Training Travel

DRE 30 hrs. Field Exercise

Avg 4 days (\$225) Room/Board \$900.00

•Agency vehicle may be required.

16@ \$16,200.00

#### DRE Recertificate - Travel

\$8,550.00

DRE Recert Training Travel

DRE 8hr Update

Avg 1 day Room/Board \$225

Avg Instate travel (air) \$250.

16@ \$ 8,550.00

#### DRE Instructor Training - Travel

\$2,750.00

DRE Instructor Attend Travel

DRE Instructor 40hr

Avg 5 day Room/Board \$1125.00

Avg Instate travel (air) \$250.

2@ \$2,750.00

### Other Direct Costs

#### CNOA Training - Travel

\$35,100.00

**Schedule B-1  
Budget Narrative**

**Oakland Police Department**

CNOA Conference Training

NON-CHP/POST Cost

\*California Narcotics Officer Association Annual Training Conference 24Hrs

\$650.00

CNOA @18 Trainees

16 Officers & 2 Sergeants

Registration \$11,700.00

Travel \$4,500.00

Room/Board \$18,900

Est \$35,100.00

**DAR Training - Attend**

\$21,960.00

Drug Abuse Recognition / Drugged Driving Investigations 24Hrs

\$295.00

DAR/DDI @18 Trainees

Registration \$ 5,310.00

Travel \$ 4,500.00

Room/Board \$ 12,150

Est. \$21,960

Department of California Highway Patrol  
Cannabis Tax Fund Grant Program

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# Quick-Reference Guide

07.01.24



CANNABIS GRANTS UNIT

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## Quick-Reference Guide

This Quick-Reference Guide was developed to provide the California Highway Patrol's (CHP), Cannabis Grants Unit (CGU), Cannabis Tax Fund Grant Program (CTFGP) Grantees, with grant program guidance. It is not intended to replace the Terms & Conditions in your Grant Agreement, or any rules established in the program regulations. All items contained in this Quick-Reference Guide are subject to change.

Please be sure to read California Code of Regulations (CCR) (Title 13, Division 2, Chapter 13) posted on the CHP's website to ensure successful participation in the program.

# ***IMPORTANT DATES***

## **ONE YEAR PROJECTS**

### **FY24-25 Quarterly Reporting and Reimbursement Request Due Dates**

<b>Quarter</b>	<b>Reporting Period</b>	<b>Due Date</b>
Q1	July 1 – September 30	October 14, 2024
Q2	October 1 – December 31	January 14, 2025
Q3	January 1 – March 31	April 14, 2025
Q4/Closeout	April 1 – June 30	August 31, 2025

## **TWO YEAR PROJECTS**

### **FY24-26 Quarterly Reporting and Reimbursement Request Due Dates**

<b>Quarter</b>	<b>Reporting Period</b>	<b>Due Date</b>
Y1 Q1	July 1 – September 30	October 14, 2024
Y1 Q2	October 1 – December 31	January 14, 2025
Y1 Q3	January 1 – March 31	April 14, 2025
Y1 Q4	April 1 – June 30	July 14, 2025
Y2 Q1	July 1 – September 30	October 14, 2025
Y2 Q2	October 1 – December 31	January 14, 2026
Y2 Q3	January 1 – March 31	April 14, 2026
Y2 Q4/Closeout	April 1 – June 30	August 31, 2026

# QUARTERLY REPORTING

## Performance Plan & Achievements

Grantees are required to report quarterly on achieved Project goals and activities (referred to as Achievements within the Performance Plan in the Grant Management System) that occurred during the Reporting Period. If you are not submitting Achievements and/or Expenses during any Reporting Period, a Project Status is still required (ex: Q1 – Project Status). The Project Status provides an opportunity to tell a story about the Project as a whole, including success stories, obstacles faced, and future plans (do not repeat stats from other Achievements). Please only report on grant-funded Project activities in your current Project.

Grantees will utilize the Grant Management System (GMS = AmpliFund) to submit all quarterly Achievements by the due dates listed in this guide under “Importance Dates”. Please contact your Grant Administrator if a deadline cannot be met. **CGU reserves the right to request additional information, as needed.** CGU may request the following information:

### Individual Project Activity Updates

- Progress
- Completed tasks
- Additional details

### Required Project Status Updates

#### Q1-Q3 – Project Status

- Success stories
- Obstacles faced
- Future plans

#### Q4 – Project Status/Closeout

- Summary of completed Project
- Success Stories
- Obstacles faced
- Project goals/activities not accomplished
- Justification for unspent grant funds

### Training

- Course name
- Location
- Date(s)
- Organization/Agency or entity providing training
- Roster/Certification of Completion(s), if applicable
- Clarification/justification of hours

### DUI Saturation Patrol (SP)/Checkpoint (C)

- Number of patrols (SP)
- Number of cars through (C)
- Number of stops (SP)
- Number of SFST (SP/C)
- Number of DUI/DUID Arrests (SP/C)
- Number of citations/warnings (SP)
- Number of cars screened (C)

### Education and Outreach

- Event/Presentation name
- Location (in-person or virtual)
- Event/Presentation dates (must be within Project Performance Period)
- Agenda/Topics covered
- Attendance list/number of attendees
- Photos of event, presentation, and/or outreach materials

### Crime Lab/Coroner’s Testing

- Statistical information
- Advances in Testing
- Progress in reducing turnaround time
- Number of impaired driving deaths
- Drug Trends

# ***REIMBURSEMENT REQUESTS***

## ***Expenses and Budget Categories***

Reimbursement Requests shall not be submitted until a Grant Agreement is fully executed. A Grant Agreement is deemed fully executed when an electronically signed Grant Agreement, approved Board Resolution, and completed FI\$Cal Form are on file with CGU. Once Executed, a Grant Administrator will be assigned to your Organization/Agency.

Payments are issued on a reimbursement-basis only, and payment advances are not allowed. Grantees shall submit Reimbursement Requests on a quarterly basis for approved achievements and expenses relating to the Project goals and activities that occurred during the Reporting Period through the GMS. Budget Categories for requesting reimbursement may include Personnel, Travel, Equipment, Consultants/Contracts, and/or Other Direct Costs.

In the GMS, Grantees will create one Expense line item per Project activity. Do not split one Project activity across multiple Expense line items. Reimbursement Requests must be submitted by an authorized contact of the Organization/Agency. It is the responsibility of the authorized contact to verify:

- All Reimbursement Requests are eligible.
- Amounts do not exceed the budget line-item totals.
- Expense line-items are posted to the correct Budget Category and Budget line-item.
- Supporting documentation is attached and uploaded to **each** Expense line item.

Please allow enough time for the Grant Administrator to review the submitted information to ensure a Reimbursement Request is submitted by the due date. **CGU reserves the right to request additional information, as needed.**

**Note:** Reimbursement Requests, consisting of Expense line-items (Budget), Achievements (Performance Plans) and supporting documentation are due within 14 calendar days of the due dates, with the exception of the fourth quarter, which is due within 60 calendar days of the due date. All due dates can be found under "Important Dates". Please contact your Grant Administrator if a deadline cannot be met.

CGU reserves the right to withhold approving and/or processing Reimbursement Requests if the Grantee is, at any time, not adhering to the statutes or regulations governing the grant program, and if the Grantee has any outstanding supporting documentation, Achievements, or Project closeouts.

## ***Personnel***

Personnel costs include direct compensation for budgeted staff time and benefits for grant-funded activities. **Services must be rendered within the Project Performance Period to receive reimbursement.**

### **Budgeted Staff Time**

Budgeted staff time costs may include staff time worked beyond the normal established work

## Quick-Reference Guide

schedule for all employees. Overtime is reimbursable at a higher than normal rate of pay, in accordance with the Grantee's established overtime policy.

Personnel/administrative costs shall be consistent with prevailing wages for contractual services or the organizational salary scale for staff.

### **Backfill**

Backfill costs may include an overtime rate for budgeted staff time for a qualified person to replace an employee attending a training course (ex: Drug Recognition Evaluator (DRE) Training). Training course must be specified in the Grant Agreement and approved by CGU prior to staff attending the course(s).

### **Benefits**

Benefit costs may include employer contributions or expenses for basic health care, vacation, sick leave, retirement, social security, and/ or other similar expenses. Personnel benefit costs must be calculated in proportion to the actual time worked on the Project activity.

## **Supporting Documentation**

Personnel supporting documentation must be an official document (ex: electronic payroll report). Personnel timesheets are not required as supporting documentation; however, they must be kept on file at your Organization/Agency and readily available for auditing purposes, in addition to the electronic payroll report. For each Project activity, please ensure the following information is provided:

- Project activity name
- Project activity date
- Employee name and classification
- Number of hours worked on Project activity
- Rate of pay (notate whether regular or overtime pay)
- Salary total (rate x hours)
- Benefits percentage
- Total for salary and benefits combined

If the official document does not include all information above, please submit a supporting spreadsheet. Example below.

Project Activity	Project Activity Date	Name and Classification	Hours	OT Rate	Salary Total	Benefit %	Total Personnel Cost
DUI Saturation Patrol	08/01/23	Officer Bob Smith	5.00	\$79.97	\$399.85	10%	\$439.84
DUI Saturation Patrol	08/01/23	Sergeant Jessica Williams	5.00	\$80.00	\$400.00	10%	\$440.00
DUI Saturation Patrol	08/25/23	Officer John Miller	4.50	\$79.97	\$359.87	10%	\$395.85
DUI Saturation Patrol	08/25/23	Officer Joe Adams	4.50	\$82.50	\$371.25	10%	\$408.38
DUI Saturation Patrol	08/25/23	Officer Bob Smith	4.50	\$85.46	\$384.57	10%	\$423.03
DUI Saturation Patrol	09/02/23	Officer Joe Adams	6.00	\$80.00	\$480.00	10%	\$528.00
DUI Saturation Patrol	09/02/23	Sergeant Jessica Williams	6.00	\$79.97	\$479.82	10%	\$527.80
DUI Saturation Patrol	09/02/23	Officer Bob Smith	6.00	\$79.97	\$479.82	10%	\$527.80
DUI Saturation Patrol	09/02/23	Officer John Miller	6.00	\$82.50	\$495.00	10%	\$544.50
<b>TOTAL</b>							<b>\$4,235.19</b>
SFST Training	10/23/23 - 10/25/23	Officer Bob Smith	16.00	\$79.97	\$1,279.52	10%	\$1,407.47
SFST Training	10/23/23 - 10/25/23	Officer Joe Adams	16.00	\$85.46	\$1,367.36	10%	\$1,504.10
SFST Training	11/06/23 - 11/08/23	Officer John Miller	16.00	\$80.00	\$1,280.00	10%	\$1,408.00
SFST Training	11/06/23 - 11/08/23	Sergeant Jessica Williams	16.00	\$82.50	\$1,320.00	10%	\$1,452.00
<b>TOTAL</b>							<b>\$5,771.57</b>



# Travel

Travel costs may include in-state and out-of-state Project-related conferences, seminars, workshops, and trainings approved by CGU. The most economical mode of travel, in terms of direct expenses to the Project, must be used.

**NOTE:** If a certain conference/training, such as SFST Training or Borkenstein Alcohol Course, requires travel and is NOT specified in the Grant Agreement, contact your Grant Administrator as soon as possible. **CGU approval must be obtained prior to travel.** To request CGU approval please provide the following information via e-mail to your Grant Administrator:

- Travel date(s)
- Location of the conference/training
- Employee Name and Classification
- Name of existing budget line item that will cover these travel costs.

**Travel must occur within the Project Performance Period to receive reimbursement.**

## Out-of-State

Grantees shall use the out-of-state lodging reimbursement rates established by their Organization/Agency; however, meals and incidentals will be reimbursed at the State travel rates.

## In-State

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. For additional information, visit the California Department of Human Resources (CalHR) website: [Travel Reimbursements - CalHR](#).

## Travel Expense Examples

- Lodging to attend conferences/trainings (must have CGU approval prior to attending)
- Mileage (based on current State rate) or fuel expenses
- Per Diem for approved meals (based on current State rate)
- Rental car fees
- Commercial airline fares
- Parking fees
- Bridge tolls
- Taxi or bus fares

Meals cannot be claimed if they are provided by the hotel, training, conference, etc. Snacks and continental breakfasts, such as rolls, juice, and coffee, are not considered meals. Refer to CalHR for the travel timeframes for when meals can be claimed.

**NOTE:** Please complete one Travel Claim Form per trip, per employee, and submit with the required supporting documentation through the GMS. For each trip, per employee, submit travel expense in their entirety; do not split across multiple Reporting Periods or Expense line items in the GMS. The Start Date is the first day of paid travel and the End Date is the last day of paid travel. Your Grant Administrator will provide an electronic copy of the form.

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### **Supporting Documentation**

Travel supporting documentation may include a paid receipt, paid invoice, or paid online confirmation (ex: airline, rental car) that **must show a paid in full/zero balance. Proof of payment, stay, or travel may be requested.**

In addition to a Travel Claim Form, please ensure the following information is provided:

- Trip name
- Traveler name
- Location
- Travel dates (must be within Project Performance Period / when paid travel begins & ends)
- Purpose of trip
- Start and end time of travel (when paid travel begins & ends)
- Total expense for reimbursement, and
- Zero balance, proof of payment, stay, or proof of travel.

### **Lodging**

Please include an itemized receipt that is pre-printed (folio) with the hotel name, address, charges, and a paid in full/zero balance.

### **Mileage or Ridesharing**

Please include a mapped route with start/finish address and locations, and a paid in full/zero balance or proof of payment.

### **Per Diem**

Individual receipts for meals are not required but must be kept on file at your Organization/Agency must be on file and readily available for auditing purposes. Refer to CalHR for the travel timeframes for when meals can be claimed.

### **Excess Lodging Request**

If attending an **in-state**, CGU-approved conference, and the conference blocked room rate exceeds the State travel rate, Grantees may submit an Excess Lodging Request **prior to booking travel.**

Please copy and paste the below bullets in an e-mail (Subject line = Excess Lodging Request) to your Grant Administrator and provide an answer for **each** bullet:

- Conference name
- Location
- Conference dates (must be within Project Performance Period)
- Conference blocked room rate
- Difference between conference blocked room rate and state travel room rate
- Detailed justification for Excess Lodging Request

**Excess Lodging Requests will only be allowed under special circumstances with CGU approval.** Excess Lodging Requests are effective once approved by CGU. If prior CGU approval is not received, Reimbursement Requests containing an excess lodging room rate will not be approved and travel costs will be reimbursed at the State travel rate.

# Equipment

Equipment costs include grant -funded purchases of non-expendable, tangible, personal property having a normal useful life of more than one year and an acquisition cost of at least \$5,000 or more per asset (ex: four identical assets which cost \$1,250 each, for a \$5,000 total, would not be considered an equipment purchase).

**Equipment not specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase. Equipment should be purchased at the beginning of the Project Performance Period to ensure it is utilized when completing corresponding Project activities. Equipment must be purchased and received within the Project Performance Period to receive reimbursement.**

## Supporting Documentation

Equipment supporting documentation may include a paid receipt or paid invoice but **must show a paid in full/zero balance or proof of payment**. Please ensure the following information is provided:

- Vendor name
- Purchase date (must be within Project Performance Period)
- Invoice number
- Item(s) purchased
- Total expense for reimbursement
- Zero balance or proof of payment
- VIN/Serial numbers (included on invoice or in photo), and
- Photo(s) of equipment item

Paid accrued taxes must be submitted with a copy of a paid receipt or paid invoice containing a paid in full/zero balance or proof of payment for the correlating equipment purchase. Please include the tax percentage and proof of payment for the accrued taxes. **Please submit both paid accrued taxes and equipment expenses in their entirety; do not split across multiple Reporting Periods or Expense line items in the GMS.**

## Messaging

Equipment, such as vehicles (ex: car, motorcycle), DUI Trailers, etc., must be marked, indicating that they are primarily used for Driving Under the Influence (DUI) Enforcement and display a message supporting DUI Enforcement.

Messaging types may include:

- Decal (ex: window, door)
- Wrap (ex: entire DUI Trailer)

Messaging examples may include:

- DUI Enforcement
- DUI/DUID Education and Outreach
- “Always Designate a Sober Driver” or other DUI message

**Messaging and Grantee logos must be submitted to and approved by CGU prior to purchase/display.**

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**NOTE:** By submitting equipment supporting documentation, the Grantee certifies that equipment was added to the inventory log at the Organization/Agency and can verify the location. Any equipment purchased with grant funds may be subject to review during site visits/audits and is property of the purchasing Organization/Agency.

### **Equipment Management Requirements**

#### **California Code of Regulations Section 1890.19**

The following requirements apply to all equipment purchased with grant funds:

- Equipment shall only be used for its intended purpose for the duration of its useful life.
- Grantees shall keep equipment purchased with grant funds maintained in safe working order and stored securely.
- To be eligible for reimbursement, Grantees must purchase and receive equipment prior to the close of the Project Performance Period.
- Lost or stolen equipment purchased with grant funds, within five years of the date of loss or theft, shall be reported immediately to CGU by the Grantee (if applicable, the Grantee shall send a copy of the police report to CGU).
- Prior to disposition of equipment purchased with grant funds, the Grantee shall notify CGU via e-mail and dispose of the equipment, in accordance with the Grantee's Organization/Agency policy.

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## ***Consultants/Contracts***

Contracted services shall be utilized in direct support of Project activities. The Grantee shall be responsible for the Contractor's compliance with program regulations, the Grant Agreement, and Project requirements. Contracted services shall not affect the Grantee's overall responsibility for the management of the Project.

**A copy of the Contract and/or Scope of Work must be submitted to and approved by CGU prior to commencement of work. Services must be rendered within the Project Performance Period to receive reimbursement.**

While Nonprofits are categorized as Consultants/Contracts, the guidance for all Budget Categories still applies. See the applicable Budget Category in this guide for additional information.

### **Supporting Documentation**

Consultants/Contracts supporting documentation should allow CGU to determine if invoiced expenses are permissible, reasonable, and necessary for the performance of the Project. Supporting documentation may include a paid receipt or paid invoice but must show a paid in full/zero balance or proof of payment. If applicable, please ensure the following information is provided:

- Time study, and
- Detailed activity report

## ***Other Direct Costs***

Other Direct Costs include Operational Costs. Supplies and materials may be purchased, provided the items are claimed at a cost no higher than the original purchase price paid by the Grantee.

**Other Direct Costs not specified in the Grant Agreement must be submitted to and approved by CGU prior to purchase. Other Direct Costs should be purchased at the beginning of the Project Performance Period to ensure they are utilized when completing corresponding Project activities. Other Direct Costs must be purchased and received within the Project Performance Period to receive reimbursement.**

### **Supporting Documentation**

Other Direct Costs supporting documentation may include a paid receipt or paid invoice but must show a paid in full/zero balance or proof of payment. Please ensure the following information is provided:

- Vendor name
- Purchase date (must be within Project Performance Period)
- Invoice number (if applicable)
- Item(s) purchased
- Total expense for reimbursement, and
- Zero balance or proof of payment

### **Registration Fees**

Please ensure the following information is provided:

- Conference/Training name
- Attendee name
- Location
- Conference date(s) (must be within Project Performance Period)
- Total expense for reimbursement
- Zero balance or proof of payment, and
- Proof of attendance (ex: copy of badge, agenda, handout)

## ***EDUCATION AND OUTREACH*** ***Education Events and Presentations***

Education Events and Presentations may include community meetings, cannabis industry outreach, school outreach programs, high school/college presentations, and education programs. Prior to conducting presentations, please share the content/presentation with your Grant Administrator. **Education Events and Presentations must occur within the Project Performance Period to receive reimbursement.**

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When reporting Education/Outreach Achievements, please provide:

- Photos
- Educational content
- Impact data (ex: number of attendees, list of public establishments), and
- Address/location if contact was made in person or virtual (include platforms).

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# ***Outreach Materials and Advertising***

Outreach Materials and Advertising may include press releases, social media postings, brochures, flyers, PowerPoint presentations, billboards, print advertisements, and radio advertisements.

**Outreach Materials and Advertising must be submitted to and approved by CGU prior to airing, publication, or distribution. Outreach Materials and Advertising should be purchased at the beginning of the Project Performance Period to ensure they are utilized when completing corresponding Project activities. Outreach Materials and Advertising must be purchased, received, and aired/run/displayed within the Project Performance Period to receive reimbursement.**

### **Messaging**

All messaging and Grantee logos must be submitted to and approved by CGU prior to purchase/display.

Messaging verbiage must include both:

- The statement, “Funded by the CHP Cannabis Tax Fund Grant Program”, and
- Educational message against impaired driving

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# ***MODIFICATIONS***

## ***Budget Modification Request***

Grantees seeking to reallocate grant funds to accomplish the intent of the original Grant Agreement and Project activities may submit a Budget Modification Request in Q1, Q2, or Q3. In Q4, Budget Modification Requests will only be allowed under special circumstances with CGU approval.

Please copy and paste the below bullets in an e-mail (Subject = Budget Modification Request) to your Grant Administrator and provide an answer for **each** bullet for **each** reallocation of grant funds:

- Requested item(s) and/or service(s)
- Explanation of reasons/circumstances that justify the modification
- Description of how requested item(s) and/or service(s) will positively improve the Project
- Description of potential implications if the Budget Modification is not approved
- Budget line item name(s) you are transferring *from*

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- Budget line item name(s) you are transferring *to*
- Amount(s) for reallocation

Budget Modification Requests will become effective once approved by CGU. If prior CGU approval is not received, Reimbursement Requests shall be denied. CGU and the Grantee shall retain copies of all Budget Modification Request documents.

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## ***Project Contact Change Request***

Grantees requesting to update personnel contacts during the Project Performance Period must submit a Project Contact Change Request.

Please copy and paste the below bullets in an e-mail (Subject = Project Contact Change Request) to your Grant Administrator and provide an answer for **each** bullet for **each** change:

- Effective date
- Current Project contact name (first and last) & title
- Telephone number
- E-mail address
- Mailing address
- New Project contact name (first and last) & title
- Telephone number
- E-mail address
- Mailing address

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## ***PROJECT PERFORMANCE REVIEW***

### ***Monitoring/Site Visits***

CGU may conduct a Project Performance Review to determine progress towards the completion of the Project. Project Performance Reviews may be accomplished by desk review, questionnaire, site visits, and/or other means of review. The Project Performance Review may be conducted before, during, or at the end of the Project Performance Period.

# ***CLOSEOUT***

## ***Achievements and Expenses***

### **Achievements**

Grantees are required to report on achieved Project goals and activities (Achievements) that occurred during the Project Performance Period, and provide a final Project Status/Closeout Achievement (ex: Q4 – Project Status/Closeout) by the due date listed in this guide under Important Dates. Please ensure the following information is provided:

- Detailed summary of completed Project
- Success stories
- Obstacles faced
- Project goals/activities not accomplished
- Justification for unspent grant funds

### **Expenses**

In addition to Achievements, and if applicable, Grantees will submit a final Reimbursement Request with required supporting documentation **within sixty calendar days** after the completion of the Project, or the end date, as specified in the Grant Agreement or amended Grant Agreement, whichever comes first. Please ensure the following information is provided:

- Supporting documentation for Expenses
- Subcontracted work, notice of completion (if applicable), and
- Photos of completed Project goals and activities (if applicable)

Please allow enough time for the Grant Administrator to review the submitted information to ensure a Reimbursement Request is submitted by the due date. **CGU reserves the right to request additional information, as needed.**

# ***AUDITING***

## ***Requirements & Principles***

### **Record Retention**

Grantees shall retain all documents, records, receipts, and financial accounts pertinent to the Project necessary to substantiate the purpose for which grant funds were spent, for **five years** from the expiration of the Grant Agreement.

### **Audit Requirements**

Auditors may request, but are not limited to, the following documentation:

- Job/Source code
- Components of indirect/administrative costs reimbursed by the grant
- Reports of employees by position/title, including job descriptions and staff time/benefits reimbursed by the Grant
- Timesheets signed by the employee and supervisor for staff time reimbursed by the grant



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- Invoices, canceled warrants for Contracts, materials, services, and supplies
- All Contracts and Service Agreements reimbursed by the Grant
- Vehicle records/mileage logs for transportation cost, including the Grantee's relevant policies, processes, and documentation pertaining to usage costs and mileage rates
- Vehicle Identification Numbers, equipment serial numbers, title, and photographs of equipment purchases reimbursed by the grant

### **Basic Principles**

- Maintain complete records and keep on file at the Organization/Agency.
- Be prepared and have records readily available for an audit and/or site visit.
- Reimbursements cannot exceed actual costs expensed for a Project activity.
- Request reimbursement for Expenses only once.
- Respond to requests in a timely manner.

***If you have any questions, please contact the CGU at (916) 843-4360.***