

**MONTEREY COUNTY  
BEHAVIORAL HEALTH CRISIS NEGOTIATION TEAM  
INTER-AGENCY AGREEMENT**

Among the following agencies:

**MONTEREY COUNTY HEALTH DEPARTMENT**  
Behavioral Health Bureau  
Acute & Legal Services

And

**PEACE OFFICERS**  
listed as follows:

Monterey County Sheriff's Office  
California State University Monterey Bay  
City Carmel-by-the-Sea Police Department  
City of Greenfield  
City of King City Police Department  
City of Marina Police Department  
City of Monterey Police Department  
City of Pacific Grove Police Department  
City of Salinas Police Department  
City of Sand City Police Department  
City of Seaside Police Department  
City of Soledad

# **INTER-AGENCY AGREEMENT**

## **I. DECLARATION**

This Inter-Agency Agreement shall commence when fully executed by the parties herein, by and between the Monterey County Department of Health, Behavioral Health Bureau, hereinafter referred to as “HEALTH” and the following separate entities individually defined as the Monterey County Sheriff’s Office, California State University Monterey Bay, City Carmel-by-the-Sea Police Department, City of Greenfield, City of King City Police Department, City of Marina Police Department, City of Monterey Police Department, City of Pacific Grove Police Department, City of Salinas Police Department, City of Sand City Police Department, City of Seaside Police Department, and City of Soledad, hereinafter referred to as “PEACE OFFICER,” for the purpose of the development of the Behavioral Health Crisis Negotiation Team, hereinafter referred to as “BHCNT.” The purpose of this Inter-Agency Agreement is to identify the roles and responsibilities of each of the affected parties.

## **II. BACKGROUND**

### **A. Primary Target Population**

The BHCNT’s primary target population for Monterey County is:

- The individual(s) who is experiencing crisis situations such as suicidal ideations, psychotic episodes, domestic violence situations, serious mental illness, and other related mental disorders; or
- The individual(s) who comes to the attention of the PEACE OFFICER(S) due to a crisis situation; or
- The individual(s) who is unwilling to accept the PEACE OFFICER(S)’S basic intervention, which may lead to a crisis negotiation team intervention.

### **B. PEACE OFFICER(S) Access to BHCNT**

PEACE OFFICER(S) will access the BHCNT:

- During daytime hours Monday through Friday from 0700-1700 hours by calling the crisis team at Natividad Medical Center (831) 755-4111. The crisis team will contact one of the following three (3) individuals in order of response to the PEACE OFFICER(S):
  1. Behavioral Health Unit Supervisor (Crisis Unit)
  2. Behavioral Health Services Manager (Acute & Legal Unit)
  3. Behavioral Health Deputy Director (Adult Services)
- After hours, the PEACE OFFICER(S) will contact the crisis team unit, who will contact the standby BHCNT member. Note: according to the union agreement, these employees are on standby and can be called back.

### **III. PURPOSE**

The purpose of the BHCNT program is to provide supportive services to the PEACE OFFICER(S) when faced with a crisis situation. When requested by the PEACE OFFICER(S), a licensed clinician will respond to a crisis negotiation situation to offer clinical insight on mental illness, supportive suggestions on intervening with the individual(s) experiencing crisis, background information of individual(s) if pertinent to the situation, information on community resources/referrals, and collaboration to collect needed intelligence (i.e. family, medical, and psychiatric information, and other relevant information).

#### **A. Expected Outcomes**

The Expected Outcomes of the HEALTH'S BHCNT and the PEACE OFFICERS' entity are:

- Increased positive interaction between Behavioral Health and PEACE OFFICERS' personnel entities.
- Increased positive outcomes during a crisis situation with the individual(s) in Monterey County.
- Increased compliance with the PEACE OFFICERS' entities.
- Reimbursement by the Mental Health Services Act (MHSA-Proposition 63) money to offset County expense.
- Increased knowledge of referral base in Monterey County.
- Reduction in litigation costs to the PEACE OFFICERS' entities.
- Increased positive interaction, intervention and collaboration with school-based entities.

These outcomes are expected to result in a significant cost savings or cost avoidance to the PEACE OFFICERS' entities, as well as a reduction in crime and deaths associated with crisis situations (i.e. suicide, homicide, danger/threat to community).

The Expected Outcomes for the individuals(s) in crisis in Monterey County are:

- Reduction in harm to self and others during crisis situation.
- Reduction in threats/distress.
- Increased positive interaction with the PEACE OFFICERS' entities.
- Increased interaction with Behavioral Health.
- Increased benefit of collaboration with community agencies.

These outcomes are expected to result in more stable functioning of the individual(s) within Monterey County. The individual(s) who is in crisis is able to make improved choices for him/herself, including not harming him/herself or others. The individual(s) in crisis is able to access resources unknown to him/her for further stabilization including resources to help with substance abuse, anger management, suicide prevention, mental illness, and other related mental disorders.

#### **IV. PRINCIPLES OF AGREEMENT**

The general areas of responsibility between the parties of this Inter-Agency Agreement and a description of services provided are detailed in Exhibit A.

Subject is defined as the individual(s) within the boundary of Monterey County that comes to the attention of the PEACE OFFICER(S).

#### **V. GENERAL PROVISIONS**

##### **A. MUTUAL INDEMNIFICATION**

Each member agency of PEACE OFFICER, and HEALTH, hereby agrees that it shall indemnify, defend, and hold harmless the other member agencies (including the other member agencies' respective officers, agents, and employees) from and against any and all claims, liabilities, and losses whatsoever occurring or resulting to any person, firm, corporation, or entity for consequential damage, property damage, injury, or death arising out of or connected with that PEACE OFFICER member agency's, or HEALTH's, negligence or non-performance of its obligations under this Inter-Agency Agreement.

The provisions of this Section shall survive the expiration of the Term or Termination of this Inter-Agency Agreement.

##### **B. INSURANCE**

###### **1. Evidence of Coverage:**

Prior to commencement of this Agreement, PEACE OFFICER and HEALTH shall provide a Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, PEACE OFFICER and HEALTH upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to the requesting PEACE OFFICER agency, or the County's Contracts/Purchasing Department, unless otherwise directed.

2. **Insurance Coverage Requirements:** Without limiting PEACE OFFICER'S and HEALTH'S duty to indemnify, PEACE OFFICER and HEALTH shall maintain in effect throughout the term of this Inter-Agency Agreement a policy or policies of insurance with the following minimum limits of liability, or be validly self-insured and funded to meet these coverage obligations and limits requirements. In the event that any member agency does self-insure for any or all of its insurance obligations hereunder, that member agency agrees that it has the same obligations under this agreement as would an insurer:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent

Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence \$2,000,000 in aggregate.

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Workers Compensation Insurance, if the PEACE OFFICER or HEALTH employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

### 3. Other Insurance Requirements:

All insurance required by this Inter-Agency Agreement shall be with a company acceptable to PEACE OFFICER and HEALTH and issued and executed by an insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Inter-Agency Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date PEACE OFFICER and HEALTH completes its performance of services under this Agreement.

Each liability policy shall provide that the PEACE OFFICER and HEALTH shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for the PEACE OFFICER and HEALTH as additional insureds with respect to claims arising from each PEACE OFFICER'S or HEALTH'S officers, agents, and employees, if any, performing work under this Inter-Agency Agreement, or be accompanied by a certificate of insurance from each PEACE OFFICER'S and HEALTH'S officers, agents, and employees showing each PEACE OFFICER'S and HEALTH'S officers, agents, and employees has identical or better insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the PEACE OFFICER'S and HEALTH'S officers, agents, and employees as Additional Insureds with respect to liability arising out of the PEACE OFFICER'S or HEALTH'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the PEACE OFFICER or HEALTH.

Prior to the execution of this Inter-Agency Agreement by the PEACE OFFICER and HEALTH, PEACE OFFICER and HEALTH shall file certificates of insurance with the PEACE OFFICER'S and HEALTH'S contract administrator, or as otherwise directed, showing that PEACE OFFICER and HEALTH have in effect the insurance

required by this Inter-Agency Agreement. PEACE OFFICER and HEALTH shall file a new or amended certificate of insurance within twenty calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file.

Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Inter-Agency Agreement, which shall continue in full force and effect.

PEACE OFFICER and HEALTH shall at all times during the term of this Inter-Agency Agreement maintain in force the insurance coverage required under this Inter-Agency Agreement and shall send, without demand by PEACE OFFICER or HEALTH, annual certificates to PEACE OFFICER and the County's Contract Administrator and the County's Contracts/Purchasing Division, or as otherwise directed by the certificate holder.

Any failure by PEACE OFFICER or HEALTH to verify compliance with these insurance requirements, or any failure to object to insurance that does not meet these requirements, shall not be considered to be a waiver of these requirements, nor shall the member agency which would benefit from such insurance be stopped from obtaining such benefits from the member agency failing to obtain such insurance or self-insurance as agreed herein.

A member agency shall be obligated to provide insurance documentation as required under this Inter-Agency Agreement upon the request of PEACE OFFICER or HEALTH.

#### **C. TERM**

This Inter-Agency Agreement shall become effective when fully executed by the parties herein, and shall remain in effect until terminated with a thirty (30) day written notice from any party. This Inter-Agency Agreement may be renewed or renegotiated upon mutual written consent of all parties. If there is a need for revision of this Inter-Agency Agreement, the initiating agency will request a meeting and provide in writing at the time of the request a draft of changes to be considered. This Inter-Agency Agreement is contingent upon available funding for the BHCNT.

#### **D. MEETING/COMMUNICATION**

HEALTH'S BHCNT and PEACE OFFICER entities shall continue to monitor implementation of this program primarily through communication between the PEACE OFFICER(S)' (Monterey County Chief Law Enforcement Officers Association) President and the HEALTH'S BHCNT Coordinator and/or their designee. The focus of the monitoring activity will be to review and evaluate operations to ensure that the individual(s) in crisis in Monterey County is receiving appropriate services. Other meetings shall be scheduled as needed to discuss other areas that affect either parties in this Inter-Agency Agreement.

## **VI. EXHIBITS**

The following exhibit is attached and incorporated herein by reference:

- Exhibit A – Duties and Responsibilities

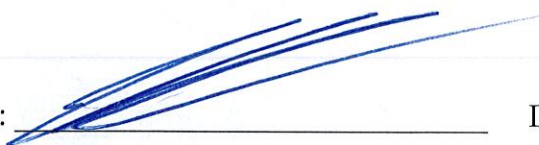
## **VII. NOTICE**

Notice to the parties in connection with this agreement shall be given personally or by regular mail addressed as follows:

|                                                                                                            |                                                                                                       |                                                                                                               |
|------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| Ray Bullick<br>Director of Health<br>Department of Health<br>1270 Natividad Road<br>Salinas, CA 93906      | Scott Miller<br>Sheriff<br>Office of the Sheriff<br>1414 Natividad Road<br>Salinas, CA 93906          | Earl Lawson<br>Police Chief<br>CSU Monterey Bay Police<br>2081 Intergarrison Rd. #F<br>Seaside, CA 93955-8001 |
| Michael Calhoun<br>Police Chief<br>P.O. Box CC<br>City of Carmel-by-the-Sea<br>Carmel-by-the-Sea, CA 93921 | Eric Sills<br>Interim Police Chief<br>City of Greenfield<br>45 El Camino Real<br>Greenfield, CA 93927 | Nick Baldiviez<br>Police Chief<br>City of King City<br>212 South Vanderhurst<br>King City, CA 93930           |
| Edmundo Rodriguez<br>Police Chief<br>City of Marina<br>211 Hillcrest Avenue<br>Marina, CA 93933            | Philip J. Penko<br>Police Chief<br>City of Monterey<br>Pacific and Madison<br>Monterey, CA 93940      | Darius Engles<br>Police Chief<br>City of Pacific Grove<br>300 Forest Avenue<br>Pacific Grove, CA 93950        |
| Kelly McMillin<br>Police Chief<br>City of Salinas<br>200 Lincoln Avenue<br>Salinas, CA 93901               | J. Michael Klein<br>Police Chief<br>City of Sand City<br>One Sylvan Park<br>Sand City, CA 93955       | Vicki Myers<br>Police Chief<br>City of Seaside<br>440 Harcourt Avenue<br>Seaside, CA 93955                    |
| Eric Sills<br>Police Chief<br>City of Soledad<br>248 Main Street<br>Soledad, CA 93960                      |                                                                                                       |                                                                                                               |

IN WITNESS WHEREOF, the parties hereto have executed this Inter-Agency Agreement as of the day and year first herein written.

**COUNTY OF MONTEREY**

By:  Date: 5/30/13  
Ray Bullick, Director of Health  
Department of Health

By:  Date: 5-29-13  
Scott Miller, Sheriff  
Office of the Sheriff

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Earl Lawson, Police Chief  
California State University Monterey Bay

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Calhoun, Police Chief  
City of Carmel-by-the-Sea

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Eric Sills, Interim Police Chief  
City of Greenfield

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Nick Baldiviez, Police Chief  
City of King City



## Monterey County

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

Upon motion of Supervisor Potter, seconded by Supervisor Parker, and carried by those members present, the Board of Supervisors hereby:

- a. Approved and authorized the Director of Health and the Sheriff to sign the Monterey County Behavioral Health Crisis Negotiation Team Inter-Agency Agreement with the California State University Monterey Bay, Cities of Carmel, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, Soledad for the provision of mental health supportive services to Peace Officer(s) and as Peace Officer(s), respectively, when intervening with individual(s) during a crisis situation; and
- b. Authorized the Director of Health and the Sheriff to approve up to three future amendments to this Agreement where the amendments do not significantly change the scope of work or result in an increase to County General Fund Contribution.

PASSED AND ADOPTED on this 14th day of May 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter  
NOES: None  
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on May 14, 2013.

Dated: May 15, 2013  
File Number: A 13-043

Gail T. Borkowski, Clerk of the Board of Supervisors  
County of Monterey, State of California

By  Deputy



# Monterey County

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

## Board Report

Legistar File Number: A 13-043

*May 14, 2013*

Introduced: 3/27/2013

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

- a. Approve and authorize the Director of Health and the Sheriff to sign the Monterey County Behavioral Health Crisis Negotiation Team Inter-Agency Agreement with the California State University Monterey Bay, Cities of Carmel, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, Soledad for the provision of mental health supportive services to Peace Officer(s) and as Peace Officer(s), respectively, when intervening with individual(s) during a crisis situation; and
- b. Authorize the Director of Health and the Sheriff to approve up to three future amendments to this Agreement where the amendments do not significantly change the scope of work or result in an increase to County General Fund Contribution.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Health and the Sheriff to sign the Monterey County Behavioral Health Crisis Negotiation Team Inter-Agency Agreement with the California State University Monterey Bay, Cities of Carmel, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, Soledad for the provision of mental health supportive services to Peace Officer(s) and as Peace Officer(s), respectively, when intervening with individual(s) during a crisis situation; and
- b. Authorize the Director of Health and the Sheriff to approve up to three future amendments to this Agreement where the amendments do not significantly change the scope of work or result in an increase to County General Fund Contribution.

### SUMMARY/DISCUSSION:

The Monterey County Behavioral Health Crisis Negotiation Team (BHCNT) Agreement consists of an inter-agency collaboration among the Monterey County Health Department; the Monterey County Sheriff's Office; the Cities of Carmel, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, Soledad, and the California State University Monterey Bay (CSUMB) when responding to a crisis situation. The BHCNT'S primary target population for Monterey County is(are) the individual(s) who is/are experiencing crisis situations such as suicidal ideations, psychotic episodes, domestic violence, serious mental illness, and other related mental disorders; or the individual(s) who comes to the attention of the Peace Officer(s) due to a crisis situation; or the individual(s) who is/are unwilling to accept the Peace Officer(s)'s basic intervention, which may lead to a crisis negotiation team intervention.

When requested by the Sheriff's Office and/or a Peace Officer(s) of the participating city, a Monterey County Behavioral Health trained licensed clinician will respond to a crisis

negotiation situation to offer clinical insight on mental illness, supportive suggestions on intervening with the individual(s) experiencing crisis, background information of the individual(s) if pertinent to the situation, information on community resources/referrals, and collaboration to collect needed intelligence.

The BHCNT Inter-Agency Agreement complies with the California Codes Welfare and Institutions Code Section 5600 - 5623.5 and formalizes the existing BHCNT collaboration to organize and finance community mental health services for the mentally disordered through locally administered and locally controlled community mental health programs in Monterey County.

This BHCNT Inter-Agency Agreement shall become effective upon execution of all participating parties and shall remain in effect until terminated with a thirty (30) day written notice from any participating party. This Inter-Agency Agreement may be renewed or renegotiated upon mutual written consent of all parties.

OTHER AGENCY INVOLVEMENT:

CSUMB has reviewed this Agreement and approved as signed with a letter of signature authorization. Cities of Carmel, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, and Soledad have reviewed this Agreement and approved as signed with a city resolution signature authorization, respectively.

FINANCING:

These services are already being provided. Costs and funding are included in the departments' respective current approved budgets.

There are no funding transfer provisions in the agreement. The County is not providing funding to non-County agencies.

Behavioral Health services are funded by the Mental Health Services Act (MHSA). The amounts for FY 2012-13 and 2013-14 are included in the Behavioral Health (Fund 023-4000-HEA12) Fiscal Year 2012-13 Adopted Budget and the FY 2013-14 Requested Budget.

Prepared By: Gloria Rodriguez, 755-8986, Management Analyst  
Approved By: Ray Bullick, 755-4526, Director of Health  
Scott K. Miller, Sheriff

Attachment: Agreement is on file with Clerk of the Board

IN WITNESS WHEREOF, the parties hereto have executed this Inter-Agency Agreement as of the day and year first herein written.

**COUNTY OF MONTEREY**

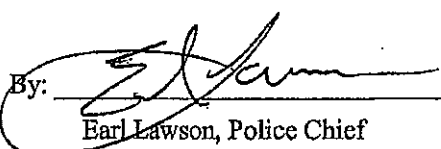
By: \_\_\_\_\_ Date: \_\_\_\_\_

Ray Bullick, Director of Health  
Department of Health

By: \_\_\_\_\_ Date: \_\_\_\_\_

Scott Miller, Sheriff  
Office of the Sheriff

By: \_\_\_\_\_ Date: 7-15-11

  
Earl Lawson, Police Chief  
California State University Monterey Bay

  
**Arthur J. Evjen**  
Director  
Business & Support Services  
CSU Monterey Bay

By: \_\_\_\_\_ Date: \_\_\_\_\_

Michael Calhoun, Interim Police Chief  
City of Carmel-by-the-Sea

By: \_\_\_\_\_ Date: \_\_\_\_\_

Joe Grebmeier, Police Chief  
City of Greenfield

By: \_\_\_\_\_ Date: \_\_\_\_\_

Nick Baldiviez, Police Chief  
City of King City

By: \_\_\_\_\_ Date: \_\_\_\_\_

Edmundo Rodriguez, Police Chief  
City of Marina



Finance  
Mountain Hall, Suite B  
100 Campus Center  
Seaside, CA 93955-8001  
831-582-5312  
Fax 831-582-4430

MEMORANDUM FOR RECORD

FROM: John Fitzgibbon  
Associate Vice President  
Finance

DATE: February 25, 2011

RE: Delegation of Authority to Arthur Evjen

Effective immediately, and pursuant to authority of Education Code 89036, Executive Order 775 and Executive Order 669, I hereby delegate authority to Arthur Evjen, Director, Business & Support Services, to purchase, sell, lease, or license personal property and to execute leases of real property. This authority is subject to the provisions found in Education Code Sections 89750 to 89761 and policies of the Board of Trustees of California State University.

This delegation supersedes any previous delegation of authority and shall remain in force until rescinded.

IN WITNESS WHEREOF, the parties hereto have executed this Inter-Agency Agreement as of the day and year first herein written.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ray Bullick, Director of Health  
Department of Health

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott Miller, Sheriff  
Office of the Sheriff

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Earl Lawson, Police Chief  
California State University Monterey Bay

By: Michael Calhoun Date: 04/20/2011  
Michael Calhoun, Interim Police Chief  
City of Carmel-by-the-Sea

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joe Grebmeier, Police Chief  
City of Greenfield

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Nick Baldiviez, Police Chief  
City of King City

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Edmundo Rodriguez, Police Chief  
City of Marina

**CITY COUNCIL  
CITY OF CARMEL-BY-THE-SEA**

**RESOLUTION 2011-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
CARMEL-BY-THE-SEA AUTHORIZING THE CITY TO ENTER INTO  
AN INTER-AGENCY AGREEMENT WITH THE MONTEREY COUNTY  
HEALTH DEPARTMENT TO FORM THE MONTEREY COUNTY  
BEHAVIORAL HEALTH CRISIS NEGOTIATION TEAM (BHCNT)**

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WHEREAS, law enforcement officers routinely respond to situations involving people in crisis; and many of those individuals suffer from mental illness or are emotionally disturbed, and some of those encounters have resulted in the use of deadly force; and

WHEREAS, in 1999 Monterey County began offering Crisis Intervention Training to law enforcement officers to better prepare officers to deal with crisis situations and reduce the potential for the use of deadly force; and

WHEREAS, the Monterey County Chiefs Law Enforcement Officers' Association (MCCLEOA) recognizes that some crisis situation would benefit from the presence of a mental health professional; and

WHEREAS, the Monterey County Health Department has agreed to make available on-call mental health professionals to assist law enforcement with such crisis situations, and

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE SEA DOES:

1. Approve the Agreement with the City of Carmel-by-the-Sea and the cities of Marina, Seaside, Monterey, Pacific Grove, Sand City, Salinas, Soledad, King City, Greenfield; the Monterey County Sheriff's Department; California State University at Monterey Bay; and, the Monterey County Health Department to form the Monterey County Behavioral Health Crisis Negotiation Team (BHCNT).
2. Authorize the Interim Police Chief to execute the Agreement and all related documents on behalf of the City subject to final review and approval by the City Attorney.

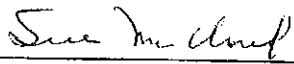
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA on this 5th day of April, 2011 by the following roll call vote:

|       |                  |                                                |
|-------|------------------|------------------------------------------------|
| AYES: | COUNCIL MEMBERS: | BURNETT; HAZDOVAC; SHARP;<br>TALMAGE & McCLOUD |
|-------|------------------|------------------------------------------------|

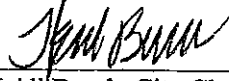
|       |                  |      |
|-------|------------------|------|
| NOES: | COUNCIL MEMBERS: | NONE |
|-------|------------------|------|

|         |                  |      |
|---------|------------------|------|
| ABSENT: | COUNCIL MEMBERS: | NONE |
|---------|------------------|------|

SIGNED:

  
\_\_\_\_\_  
SUE McCLOUD, MAYOR

ATTEST:

  
\_\_\_\_\_  
Heidi Burch, City Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Inter-Agency Agreement as of the day and year first herein written.

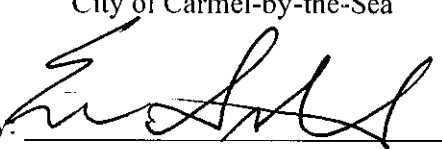
**COUNTY OF MONTEREY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ray Bullick, Director of Health  
Department of Health

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Scott Miller, Sheriff  
Office of the Sheriff

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Earl Lawson, Police Chief  
California State University Monterey Bay

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michael Calhoun, Police Chief  
City of Carmel-by-the-Sea

By:  \_\_\_\_\_ Date: 2/6/13  
Eric Sills, Interim Police Chief  
City of Greenfield

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Nick Baldiviez, Police Chief  
City of King City

**CITY OF GREENFIELD  
RESOLUTION NO. 2012-112**

**RESOLUTION OF THE CITY OF GREENFIELD AUTHORIZING PARTICIPATION IN AN  
INTER-AGENCY AGREEMENT BETWEEN THE MONTEREY COUNTY BEHAVIORAL HEALTH CRISIS NEGOTIATION  
TEAM (BHCNT), THE MONTEREY COUNTY HEALTH DEPARTMENT AND PEACE OFFICERS FOR CRISIS INTERVENTION**

**WHEREAS**, the Monterey County Health Department in partnership with the Monterey County Peace Officers have established the Monterey County Behavioral Health Crisis Negotiation Team (BHCNT) program to provide support services to police officers faced with crisis situations; and

**WHEREAS**, the BHCNT program will provide intervention for individuals experiencing crisis situations such as suicidal ideations, domestic violence, mental illness, and psychotic episodes, and

**WHEREAS**, as requested by Peace Officer during a crisis negotiation situation, a licensed clinician will provide insight on mental illness, supportive intervention with the individual experiencing crisis, background information of individuals, information on community resources/referral, and collaboration to collect other relevant information; and

**WHEREAS**, The BHCNT program will be available to Peace Officers during daytime hours of 7:00 am to 5:00pm and after hours through the crisis team unit; and

**WHEREAS**, The term of the inter-agency agreement shall become effective when fully executed by the parties herein, and shall remain in effect unless renewed or renegotiated upon mutual written consent of all parties.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council that the Chief of Police is hereby authorized to execute an inter-agency agreement with the Monterey County Behavioral Health Crisis Negotiation Team (BHCNT), the Monterey County Health Department and Peace Officers of participating cities.

**PASSED AND ADOPTED** by the City Council of the City of Greenfield this 13<sup>th</sup> day of November, 2012, by the following votes:

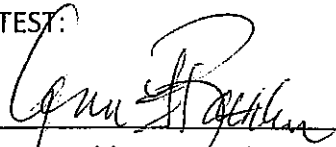
**AYES:** Mayor Huerta, Mayor Pro-tem Gonzalez, Councilmember Moreno, Councilmember Hurley and Councilmember Vazquez

**NOES:** None

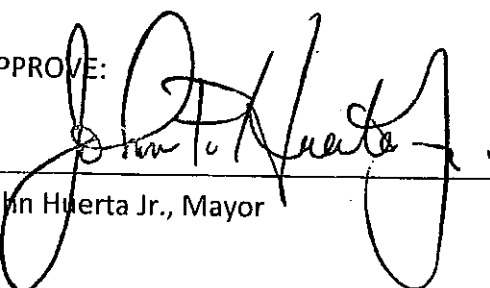
**ABSENT:** None

**ABSTAIN:** None

**ATTEST:**

  
\_\_\_\_\_  
Ann F. Rathbun, City Clerk

**APPROVE:**

  
\_\_\_\_\_  
John Huerta Jr., Mayor

IN WITNESS WHEREOF, the parties hereto have executed this Inter-Agency Agreement as of the day and year first herein written.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Ray Bullick, Director of Health  
Department of Health

By: \_\_\_\_\_ Date: \_\_\_\_\_

Scott Miller, Sheriff  
Office of the Sheriff

By: \_\_\_\_\_ Date: \_\_\_\_\_

Earl Lawson, Police Chief  
California State University Monterey Bay

By: \_\_\_\_\_ Date: \_\_\_\_\_

Michael Calhoun, Interim Police Chief  
City of Carmel-by-the-Sea

By: \_\_\_\_\_ Date: \_\_\_\_\_

Joe Grebmeier, Police Chief  
City of Greenfield

By: Nick Baldvies Date: 2/5/13

Nick Baldvies, Police Chief  
City of King City

RESOLUTION NO. 2013-4407

**RESOLUTION OF THE CITY OF KING CITY AUTHORIZING PARTICIPATION IN AN INTER-AGENCY AGREEMENT  
BETWEEN THE MONTEREY COUNTY BEHAVIORAL HEALTH CRISIS NEGOTIATION TEAM (BHCNT), THE  
MONTEREY COUNTY HEALTH DEPARTMENT AND PEACE OFFICERS FOR CRISIS INTERVENTION**

**WHEREAS**, the Monterey County Health Department in partnership with the Monterey County Peace Officers have established the Monterey County Behavioral Health Crisis Negotiation Team (BHCNT) program to provide supportive service to police officers faced with crisis situations; and

**WHEREAS**, the BHCNT program will provide intervention for individuals experiencing crisis situations such as suicidal ideations, domestic violence, mental illness, and psychotic episodes; and

**WHEREAS**, as requested by a Peace Officer during a crisis negotiation situation, a licensed clinician will provide insight on mental illness, supportive intervention with the individual experiencing crisis, background information of individuals, information on community resources/referral, and collaboration to collect other relevant information; and

**WHEREAS**, the BHCNT program will be available to Peace Officers during daytime hours of 7:00 am to 5:00 pm and after hours through the crisis team unit; and

**WHEREAS**, the term of the inter-agency agreement shall become effective when fully executed by the parties herein, and shall remain in effect unless renewed or renegotiated upon mutual written consent of all parties.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council that the Chief of Police is hereby authorized to execute an inter-agency agreement with the Monterey County Behavioral Health Crisis Negotiation Team (BHCNT), the Monterey County Health Department and Peace Officers of participating cities.

**PASSED AND ADOPTED** by the City Council of the City of King City this 26<sup>th</sup> day of February, 2013, by the following votes: 5-0

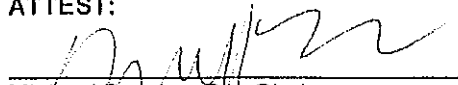
**AYES:** Cullen, Victoria, Hughes, Jernigan, Hendrickson

**NAYS:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

  
\_\_\_\_\_  
Michael Powers, City Clerk

**APPROVED:**

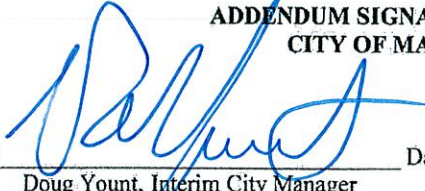
  
\_\_\_\_\_  
Robert Cullen, Mayor

**APPROVED AS TO FORM:**

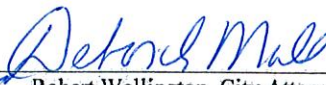
  
\_\_\_\_\_  
Roy Hanley, City Attorney

MONTEREY COUNTY  
BEHAVIORAL HEALTH CRISIS NEGOTIATION TEAM  
INTER-AGENCY AGREEMENT

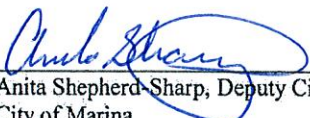
ADDENDUM SIGNATURE PAGE  
CITY OF MARINA

By:  Date: 10/11/12  
Doug Yount, Interim City Manager  
City of Marina

APPROVED AS TO FORM

By:  Date: Oct 9, 2012  
For Robert Wellington, City Attorney  
City of Marina

ATTEST

By:  Date: 10/11/12  
Anita Shepherd-Sharp, Deputy City Clerk  
City of Marina

City of Marina Resolution NO. 2012-142 Date: \_\_\_\_\_



**CITY OF MARINA**

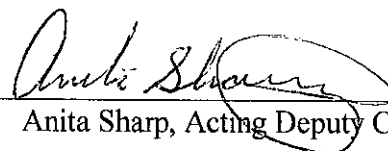
211 Hillcrest Avenue  
Marina, CA 93933  
831-884-1278; FAX 831-384-9148  
[www.ci.marina.ca.us](http://www.ci.marina.ca.us)

**CERTIFICATE OF THE CITY CLERK**

I, ANITA SHARP, ACTING DEPUTY CLERK OF THE CITY OF MARINA, CALIFORNIA, do hereby certify that the foregoing is a true and correct copy of City Council **Resolution No. 2012-142** approving City of Marina participation in and approval of interagency agreement with Monterey County for Monterey County Health Department, Behavioral Health Crisis Negotiations Team services, and; authorize the Interim City Manager to execute the agreement subject to final review and approval by the City Attorney, adopted by the City Council of the City of Marina at a adjourned regular meeting duly held on the 18<sup>Th</sup> day of September 2012 and that the original appears on record in the office of the City Clerk.

WITNESS MY HAND AND THE SEAL OF THE CITY OF MARINA

Date: September 26, 2012



Anita Sharp, Acting Deputy City Clerk

RESOLUTION NO 2012-142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA  
APPROVING CITY OF MARINA PARTICIPATION IN AND APPROVAL OF  
INTER-AGENCY AGREEMENT WITH MONTEREY COUNTY FOR MONTEREY  
COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH CRISIS NEGOTIATIONS  
TEAM SERVICES, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE  
THE AGREEMENT ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW AND  
APPROVAL OF BY THE CITY ATTORNEY.

WHEREAS, law enforcement agencies routinely come into contact with persons suffering from various mental illnesses and life crisis's that require assistance beyond a police officer's skill set, and;

WHEREAS, law enforcement contacts with persons in crisis can be volatile and dangerous for the officers involved, the public and the person in crisis. And the proposed agreement will provide a level of assistance and expertise for law enforcement that will greatly enhance the Department's ability to safely and effectively deal with these types of situations, and;

WHEREAS, the proposed agreement with Monterey County for Monterey County Health Department, Behavioral Health Crisis Negotiations Team services will provide a level of assistance and expertise which will greatly enhance the Police Department's ability to safely and effectively deal with persons in crisis, and;

WHEREAS, the City Council finds participation in the proposed agreement will positively benefit the City, the Police Department and individuals in crisis within the City. And the ability to have mental health professionals available to respond to a person in crisis is a valuable resource and another level of assistance in bringing resolution to a crisis situation and providing help to someone in need of specialized mental health intervention.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Marina does hereby:

1. Approve City of Marina participation in and approval of interagency agreement with Monterey County for Monterey County Health Department, Behavioral Health Crisis Negotiations Team services, and;
2. Authorize the Interim City Manager to execute the agreement subject to final review and approval by the City Attorney, and;

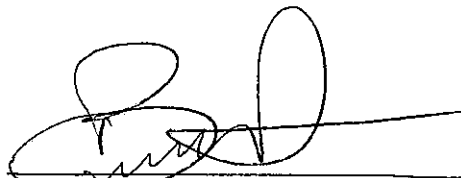
PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 18<sup>th</sup> day of September 2012, by the following vote:

AYES, COUNCIL MEMBERS: Amadeo, Brown, Ford, O'Connell, Delgado

NOES, COUNCIL MEMBERS: None

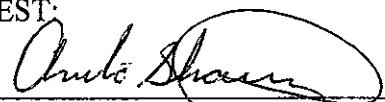
ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None



Bruce C. Delgado, Mayor

ATTEST:



Anita Sharp, Deputy City Clerk

COUNTY OF MONTEREY (continued)

By:  Date: 4/4/2011  
~~Tim Shelby, Police Chief~~  
Fred Meurer, City Manager  
City of Monterey

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Darius Engles, Police Chief  
City of Pacific Grove

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Louis H. Fetherolf, Police Chief  
City of Salinas

By: \_\_\_\_\_ Date: \_\_\_\_\_  
J. Michael Klein, Police Chief  
City of Sand City

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Eric Sills, Police Chief  
City of Soledad

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Vicki Myers, Police Chief  
City of Seaside

**RESOLUTION NO. 11-017 C.S.**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE MONTEREY  
COUNTY BEHAVIORAL HEALTH CRISIS NEGOTIATION TEAM INTER-AGENCY  
AGREEMENT ON BEHALF OF THE CITY OF MONTEREY**

WHEREAS, Law enforcement officers routinely deal with people in crisis; and

WHEREAS, many of those individuals suffer from a mental illness or are emotionally disturbed;  
and

WHEREAS, some of those encounters have resulted in the use of deadly force; and

WHEREAS, in 1999 Monterey County began offering Crisis Intervention Training (CIT) to local  
law enforcement to better equip police officers to deal with crisis situations and reduce the  
potential for the use of deadly force; and

WHEREAS, since then 18 Monterey Police officers have completed the CIT training; and

WHEREAS, the Monterey County Chief Law Enforcement Officers' Association (MCCLEOA)  
recognizes that some crisis situations would benefit from the presence of a mental health  
professional; and

WHEREAS, the Monterey County Health Department has agreed to make available on-call  
mental health professionals to assist local law enforcement with such crisis situations; and

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF MONTEREY  
hereby authorizes the City Manager to enter into the Monterey County Behavioral Health Crisis  
Negotiation Team Inter-Agency Agreement.

PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF MONTEREY this 1<sup>st</sup> day of  
March, 2011, by the following votes:

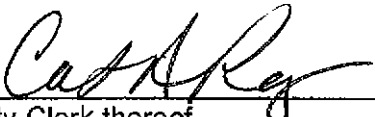
|       |   |                 |                                                       |
|-------|---|-----------------|-------------------------------------------------------|
| AYES: | 5 | COUNCILMEMBERS: | Della Sala, Downey, Haferman, Selfridge,<br>Sollecito |
|-------|---|-----------------|-------------------------------------------------------|

|       |   |                 |      |
|-------|---|-----------------|------|
| NOES: | 0 | COUNCILMEMBERS: | None |
|-------|---|-----------------|------|

|         |   |                 |      |
|---------|---|-----------------|------|
| ABSENT: | 0 | COUNCILMEMBERS: | None |
|---------|---|-----------------|------|

ATTEST:

APPROVED

  
\_\_\_\_\_  
City Clerk thereof

  
\_\_\_\_\_  
Mayor of said City

## **MONTEREY POLICE DEPARTMENT**

**TO:** City Manager

**FROM:** Chief of Police

**DATE:** February 10, 2011

**SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO THE MONTEREY COUNTY BEHAVIORAL HEALTH CRISIS NEGOTIATION TEAM INTER-AGENCY AGREEMENT ON BEHALF OF THE CITY OF MONTEREY**

### **RECOMMENDATION**

That the City Council adopt a resolution authorizing the City Manager to enter into an Inter-Agency Agreement with the cities of Carmel-by-the-Sea, Greenfield, King City, Marina, Pacific Grove, Salinas, Sand City, Seaside, and Soledad; the Monterey County Sheriff's Department; California State University Monterey Bay; and the Monterey County Health Department to form the Monterey County Behavioral Health Crisis Negotiation Team (BHCNT).

### **POLICY IMPLICATIONS**

This action will require the City enter into an Inter-Agency Agreement with Monterey County and local and state law enforcement agencies. This cooperative approach is aligned with the City Council's desire to pool resources and regionalize efforts.

### **FISCAL IMPLICATIONS**

Although difficult to quantify, participation in the BHCNT could reduce the City's exposure to litigation arising from an encounter with an individual in crisis. Such a reduction could be realized through the BHCNT's inclusion of a mental health professional(s) into law enforcement's response to individuals in crisis.

Because the BHCNT Inter-Agency Agreement requires mutual indemnification, the City could be exposed to shared liability as a result of the negligence or non-performance of BHCNT agreement obligations by BHCNT members.

### **ENVIRONMENTAL DETERMINATION**

Not a project, and therefore exempt from CEQA review.

### **ALTERNATIVES CONSIDERED**

The Council could determine not to participate in the BHCNT yet this would eliminate the Police Department's access to trained mental health professionals during encounters with individuals in crisis.

## **DISCUSSION**

The Police Department is often called upon to deal with people in crisis, individuals with suicidal thoughts, psychotic episodes, domestic violence situations, serious mental illness, or other related mental disorders. Currently officers attempt to resolve each situation peacefully and safely using communication and crisis intervention techniques. Fortunately, the majority of these encounters end without injury to the involved party or law enforcement personnel. However, there have been instances within Monterey County in which deadly force has been used by law enforcement on persons who were either mentally ill or emotionally disturbed.

The 2004 Monterey County Grand Jury received a complaint regarding a deadly force incident in Salinas which triggered their investigation into deadly force incidents countywide. Specifically, they chose to investigate only events in which the person killed was either mentally ill or emotionally disturbed. After reviewing four such cases, the Grand Jury found that while Crisis Intervention Training (CIT) had been available to law enforcement officers in Monterey County for over 5 years, "The protocol is currently deficient in the area of calling out a professional from Monterey County's Behavioral Health Division..." As a result, the Grand Jury recommended the Monterey County Board of Supervisors explore funding for the purpose of establishing an on-call mental health professional for use in crisis intervention situations.

Shortly after the formation of the Monterey Peninsula Regional Special Response Unit (MPRSRU) it was recognized that making mental health professionals available as a resource to the team's hostage negotiators would enhance their efficacy at bringing a safe resolution to dynamic crisis situations. As this idea gained momentum, the City of Salinas and Monterey County Sheriff's Department saw a similar benefit for their Special Weapons and Tactics (SWAT) negotiators.

As a result, the behavioral health liaison of the Monterey County Chief Law Enforcement Officers' Association (MCCLEOA) began working with the Behavioral Health Bureau of the Monterey County Health Department on developing such a partnership.

After nearly a year's work, the attached Behavioral Health Crisis Negotiation Team (BHCNT) Inter-Agency Agreement has been completed. It combines the recommendation of the 2004 Grand Jury with law enforcement's recognition of the benefits of including a mental health component to law enforcement's response to crisis situations. The agreement makes mental health professionals available to both trained negotiators and officers in the field who encounter difficult hostage situations or mentally ill or emotionally disturbed persons. It is now ready for review and implementation authorized by each participating agency's governing body.

TIM SHELBY  
Chief of Police

Attachment: 1. Resolution  
2. BCHNT Inter-Agency Agreement

**COUNTY OF MONTEREY (continued)**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Tim Shelby, Police Chief  
City of Monterey

By: Thomas Frutchey Date: 3.23.11

Thomas Frutchey, Police Chief

Thomas Frutchey, City Manager  
City of Pacific Grove

By: \_\_\_\_\_ Date: \_\_\_\_\_

Louis H. Fetherolf, Police Chief  
City of Salinas

By: \_\_\_\_\_ Date: \_\_\_\_\_

J. Michael Klein, Police Chief  
City of Sand City

By: \_\_\_\_\_ Date: \_\_\_\_\_

Eric Sills, Police Chief  
City of Soledad

By: \_\_\_\_\_ Date: \_\_\_\_\_

Vicki Myers, Police Chief  
City of Seaside

**RESOLUTION NO. 11-014**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO  
THE MONTEREY COUNTY BEHAVIORAL HEALTH CRISIS  
NEGOTIATION TEAM INTER-AGENCY AGREEMENT**

**WHEREAS**, law enforcement is often called upon to deal with people in crisis, individuals with suicidal thoughts, psychotic episodes, domestic violence situations, serious mental illness, or other related mental disorders; and

**WHEREAS**, the Monterey County Chief Law Enforcement Officers' Association (MCCLEOA) recognizes that some crisis situations would benefit from the presence of a mental health professional; and

**WHEREAS**, the Monterey County Health Department has agreed to make available on-call mental health professionals to assist local law enforcement with such crisis situations; and

**WHEREAS**, in the development of this matter, the City followed the guidelines adopted by the State of California and published in the California Code of Regulations, Title 14, Section 15000, et seq.; and

**WHEREAS**, this action does not constitute a "project" as defined by California Environmental Quality Act (CEQA) because it is an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PACIFIC GROVE  
DOES RESOLVE AS FOLLOWS:**

SECTION 1. The City Council finds each recital set forth above to be true and correct, and by this reference incorporates each as an integral part of this Resolution.

SECTION 2. The City Council authorizes the City Manager to execute all documents and to perform all other necessary City acts to execute the Intra-Agency Agreement..

SECTION 3. This resolution shall become effective immediately following passage and adoption thereof.

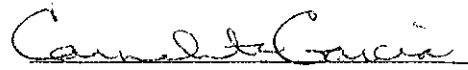
**PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE**  
This 2<sup>nd</sup> day of March, 2011, by the following vote:

AYES: Mayor Garcia, Councilmembers Huitt, Kampe, Miller, Cuneo, Fischer and Cohen

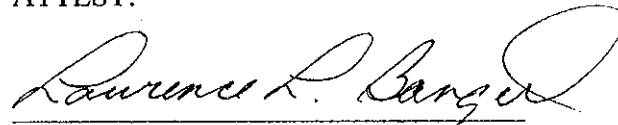
NOES: None

ABSENT: None

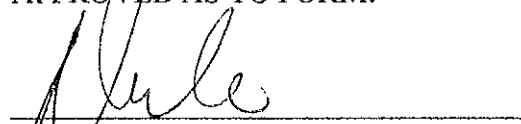
APPROVED:

  
CARMELITA GARCIA, Mayor

ATTEST:

  
LAWRENCE L. BANGERT, City Clerk

APPROVED AS TO FORM:

  
DAVID C. LAREDO, City Attorney

**COUNTY OF MONTEREY (continued)**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Douglas A. Yount, City Manager  
City of Marina

By: \_\_\_\_\_ Date: \_\_\_\_\_

Edmundo Rodriguez, Police Chief  
City of Marina

By: \_\_\_\_\_ Date: \_\_\_\_\_

Philip J. Penko, Police Chief  
City of Monterey

By: \_\_\_\_\_ Date: \_\_\_\_\_

Darius Engles, Police Chief  
City of Pacific Grove

By: \_\_\_\_\_ Date: 3/21/13

  
Kelly McMillin, Police Chief  
City of Salinas

By: \_\_\_\_\_ Date: \_\_\_\_\_

J. Michael Klein, Police Chief  
City of Sand City

By: \_\_\_\_\_ Date: \_\_\_\_\_

Eric Sills, Police Chief  
City of Soledad

By: \_\_\_\_\_ Date: \_\_\_\_\_

Vicki Myers, Police Chief  
City of Seaside

RESOLUTION NO 20314 (N.C.S.)

**A RESOLUTION AUTHORIZING THE POLICE CHIEF TO ENTER INTO THE MONTEREY COUNTY  
BEHAVIORAL HEALTH CRISIS NEGOTIATION TEAM INTER-AGENCY AGREEMENT**

WHEREAS, police officers routinely deal with people in crisis; and

WHEREAS, many of those individual suffer from a mental illness or are emotionally disturbed;  
and

WHEREAS, the Monterey County Chief Law Enforcement Officer's Association recognizes that  
some crisis situations would benefit from the presence of a mental health professional; and

WHEREAS, the Monterey County Health Department has agreed to make available on-call  
mental health professionals to assist local law enforcement with such crisis situations; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF SALINAS that the Police Chief is  
authorized to enter into an agreement with the Monterey County Behavioral Health Crisis Negotiation  
Team inter-agency agreement.

PASSED AND ADOPTED this 18<sup>th</sup> day of December 2012, by the following vote:

AYES: Councilmembers: Barrera, Castaneda, Craig, De La Rosa, McShane and Mayor Gunter

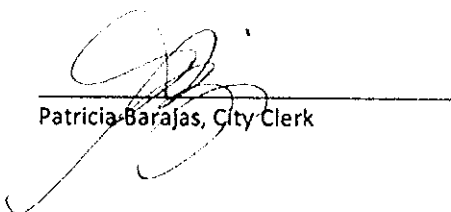
NOES: None

ABSENT: Councilmember Lutes

ABSTAIN: None

  
\_\_\_\_\_  
Joe Gunter, Mayor

ATTEST:

  
\_\_\_\_\_  
Patricia Barajas, City Clerk

**COUNTY OF MONTEREY (continued)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tim Shelby, Police Chief  
City of Monterey

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Darius Engles, Police Chief  
City of Pacific Grove

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Louis H. Fetherolf, Police Chief  
City of Salinas

By: \_\_\_\_\_ Date: 2-16-11  
J. Michael Klein, Police Chief  
City of Sand City

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Eric Sills, Police Chief  
City of Soledad

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Vicki Myers, Police Chief  
City of Seaside

**CITY OF SAND CITY**

**RESOLUTION SC 11-24, 2011**

**RESOLUTION OF THE CITY OF SAND CITY AUTHORIZING PARTICIPATION IN AN INTER-AGENCY AGREEMENT BETWEEN THE MONTEREY COUNTY BEHAVIORAL HEALTH CRISIS NEGOTIATION TEAM (BHCNT), THE MONTEREY COUNTY HEALTH DEPARTMENT AND PEACE OFFICERS FOR CRISIS INTERVENTION**

**WHEREAS**, the Monterey County Health Department in partnership with the Monterey County Peace Officers have established the Monterey County Behavioral Health Crisis Negotiation Team (BHCNT) program to provide supportive services to police officers faced with crisis situations; and

**WHEREAS**, the BHCNT program will provide intervention for individuals experiencing crisis situations such as suicidal ideations, domestic violence, mental illness, and psychotic episodes, and

**WHEREAS**, as requested by a Peace Officer during a crisis negotiation situation, a licensed clinician will provide insight on mental illness, supportive intervention with the individual experiencing crisis, background information of individuals, information on community resources/referral, and collaboration to collect other relevant information; and

**WHEREAS**, the BHCNT program will be available to Peace Officers during daytime hours of 7:00 am to 5:00 pm and after hours through the crisis team unit; and

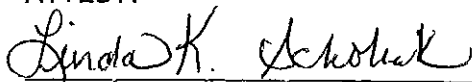
**WHEREAS**, the term of the inter-agency agreement shall become effective when fully executed by the parties herein, and shall remain in effect unless renewed or renegotiated upon mutual written consent of all parties.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council that the Chief of Police is hereby authorized to execute an inter-agency agreement with the Monterey County Behavioral Health Crisis Negotiation Team (BHCNT), the Monterey County Health Department and Peace Officers of participating cities.

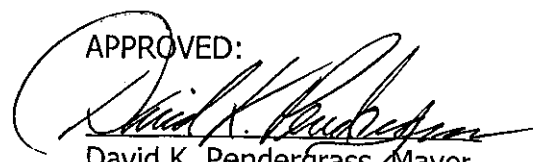
**PASSED AND ADOPTED** by the City Council of the City of Sand City this 15th day of February, 2011, by the following votes:

AYES: Council Members Blackwelder, Carbone, Kruper, Pendergrass  
NOES: None  
ABSENT: Council Members Hubler  
ABSTAIN: None

ATTEST:

  
Linda K. Scholink, City Clerk

APPROVED:

  
David K. Pendergrass, Mayor

**COUNTY OF MONTEREY (continued)**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Douglas A. Yount, City Manager  
City of Marina

By: \_\_\_\_\_ Date: \_\_\_\_\_

Edmundo Rodriguez, Police Chief  
City of Marina

By: \_\_\_\_\_ Date: \_\_\_\_\_

Philip J. Penko, Police Chief  
City of Monterey

By: \_\_\_\_\_ Date: \_\_\_\_\_

Darius Engles, Police Chief  
City of Pacific Grove

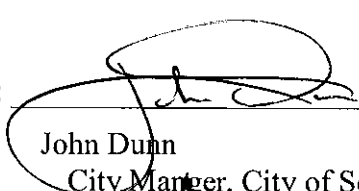
By: \_\_\_\_\_ Date: \_\_\_\_\_

Kelly McMillin, Police Chief  
City of Salinas

By: \_\_\_\_\_ Date: \_\_\_\_\_

J. Michael Klein, Police Chief  
City of Sand City

By: \_\_\_\_\_ Date: Mar. 12, 2013

  
John Dunn  
City Manager, City of Seaside

By: \_\_\_\_\_ Date: \_\_\_\_\_

Eric Sills, Police Chief  
City of Soledad

**RESOLUTION NO. 2013-17**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE  
AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF SEASIDE AND THE  
MONTEREY COUNTY DEPARTMENT OF HEALTH, BEHAVIORAL HEALTH BUREAU,  
FOR BEHAVIORAL HEALTH CRISIS NEGOTIATION TEAM SERVICES**

---

**THE CITY COUNCIL OF THE CITY OF SEASIDE HEREBY FINDS,  
DETERMINES, RESOLVES AND ORDERS AS FOLLOWS:**

WHEREAS, law enforcement agencies routinely come into contact with persons suffering from various mental illnesses and life crisis' that require assistance beyond a police officer's skill set, and;

WHEREAS, law enforcement contacts with persons in crisis can be volatile and dangerous for the officers involved, the public, and the person in crisis, and;

WHEREAS, the proposed agreement will provide a level of assistance and expertise for law enforcement that will greatly enhance the Police Department's ability to safely and effectively deal with persons in crisis while bringing help to someone in need of specialized mental health intervention, and;

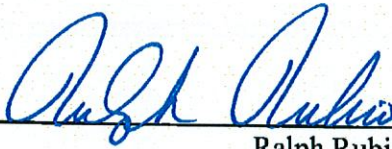
WHEREAS, the City Council finds participation in the proposed agreement will positively benefit the City of Seaside, the Seaside Police Department, and individuals in crisis within the City of Seaside, and;

WHEREAS, the City of Seaside City Council and the City of Seaside City Manager encourages the highest level of service through effective, efficient and collaborative means,

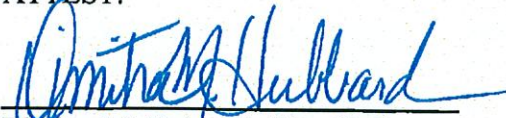
NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside do hereby authorize the City Manager to enter into an inter-agency agreement with Monterey County Health Department, Behavioral Health Crisis Negotiation Team services.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Seaside, duly held on the 7<sup>th</sup> day of March, 2013 by the following vote:

|          |                  |                                     |
|----------|------------------|-------------------------------------|
| AYES:    | Council Members: | Rubio, Oglesby, Edwards and Pacheco |
| NOES:    | Council Members: | None                                |
| ABSENT:  | Council Members: | Alexander                           |
| ABSTAIN: | Council Members: | None                                |

  
\_\_\_\_\_  
Ralph Rubio, Mayor

ATTEST:

  
\_\_\_\_\_  
Dimitra M. Hubbard, City Clerk

**COUNTY OF MONTEREY (continued)**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Douglas A. Yount, City Manager  
City of Marina

By: \_\_\_\_\_ Date: \_\_\_\_\_

Edmundo Rodriguez, Police Chief  
City of Marina

By: \_\_\_\_\_ Date: \_\_\_\_\_

Philip J. Penko, Police Chief  
City of Monterey

By: \_\_\_\_\_ Date: \_\_\_\_\_

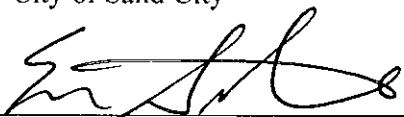
Darius Engles, Police Chief  
City of Pacific Grove

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kelly McMillin, Police Chief  
City of Salinas

By: \_\_\_\_\_ Date: \_\_\_\_\_

J. Michael Klein, Police Chief  
City of Sand City

By:  Date: 2/4/13

Eric Sills, Police Chief  
City of Soledad

By: \_\_\_\_\_ Date: \_\_\_\_\_

Vicki Myers, Police Chief  
City of Seaside

**RESOLUTION NO. 4821**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD  
APPROVING AN INTERAGENCY AGREEMENT WITH THE MONTEREY COUNTY  
HEALTH DEPARTMENT, BEHAVIORAL HEALTH CRISIS NEGOTIATIONS TEAM  
AND AUTHORIZING THE CHIEF OF POLICE TO EXECUTE THE SAME ON  
BEHALF OF THE CITY**

**WHEREAS**, the Monterey County Health Department in partnership with the Monterey County Peace Officers have established the Monterey County Behavioral Health Crisis Negotiation Team (BHCNT) program to provide support services to police officers faced with crisis situations; and

**WHEREAS**, the BHCNT program will provide intervention for individuals experiencing crisis situations such as suicidal tendencies, domestic violence, mental illness, and psychotic episodes, and

**WHEREAS**, as requested by a Police Officer during a crisis negotiation situation, a licensed mental health professional will provide insight on mental illness, supportive intervention with the individual experiencing crisis, background information of individuals, information on community resources/referral, and collaboration to collect other relevant information; and

**WHEREAS**, the BHCNT program will be available to Peace Officers during daytime hours of 7:00 am to 5:00pm and after hours through the crisis team unit; and

**WHEREAS**, the term of the proposed Inter-Agency Agreement for the BHCNT Program shall become effective when fully executed by the parties herein, and shall remain in effect unless renewed or renegotiated upon mutual written consent of all parties.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Soledad that the "Monterey County Behavioral Health Crisis Negotiation Team Inter-Agency Agreement," between the Monterey County Health Department, the Cities of Soledad and Greenfield, and Police Departments of participating cities, in substantially the form attached hereto as Exhibit "A", and by this reference incorporated herein, is hereby approved, and the Soledad Chief of Police is hereby authorized to execute said Agreement on behalf of the City of Soledad.

**PASSED AND ADOPTED** by the City Council of the City of Soledad at a regular meeting duly held on the 7<sup>th</sup> day of November, 2012, by the following vote:

AYES, and in favor thereof, Councilmembers: Christopher K. Bourke, Alejandro Chavez, Richard J. Perez, Mayor Pro Tem Pat D. Stephens and Mayor Fred J. Ledesma.

NOES, Councilmembers: None.

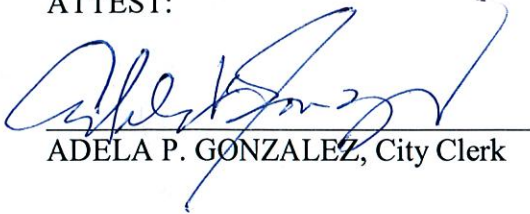
ABSENT, Councilmember: None.

ABSTAIN, Councilmembers: None.

A handwritten signature in blue ink, consisting of a large, stylized 'F' followed by a series of loops and a long horizontal stroke.

FRED J. LEDESMA, Mayor

ATTEST:

A handwritten signature in blue ink, featuring a large, stylized 'A' followed by a series of loops and a long horizontal stroke.

ADELA P. GONZALEZ, City Clerk

COUNTY OF MONTEREY

CONTRACTS/PURCHASING

\_\_\_\_\_  
Mike Derr, Contracts/Purchasing Officer

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Wayne W. Clark, PhD  
Behavioral Health Director

Date: 10/1/12

APPROVED AS TO LEGAL FORM:

CHARLES J. McKEE, County Counsel

\_\_\_\_\_  
Stacy L. Saelta, Deputy County Counsel

Date: 10/5/12

APPROVED AS TO FISCAL PROVISIONS:

MICHAEL J. MILLER, Auditor-Controller

\_\_\_\_\_  
Gary Giboney  
Chief Deputy Auditor-Controller

Date: 10-8-12

APPROVED AS TO LEGAL FORM:

STEVEN F. MAUCK, Risk Manager

COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY/

STEVEN F. MAUCK, Risk Manager

By: Steven F. Mauck  
Date: 3/22/13

## **EXHIBIT A**

### **DUTIES AND RESPONSIBILITIES**

In accordance with the principles of this Inter-Agency Agreement, the duties and responsibilities of the parties are outlined as follows:

#### **A. BEHAVIORAL HEALTH CRISIS NEGOTIATION TEAM AGREES TO:**

1. Assign at least one licensed (clinician) on-call BHCNT member as recommended by BHCNT and accepted by the Hostage Negotiation Team (HNT) entities that consist of the Monterey County Sheriff's Office, City of Salinas, and Monterey Peninsula to assist the PEACE OFFICER(S) during crisis situations.
  - a. During daytime hours Monday through Friday from 0700-1700 hours, the BHCNT contact for a crisis situation will be the crisis team at Natividad Medical Center (831) 755-4111. The crisis team will contact either the 1) Behavioral Health Unit Supervisor (Crisis Unit), 2) Behavioral Health Services Manager (Acute & Legal Unit), or 3) Behavioral Health Deputy Director (Adult Services) to respond to the PEACE OFFICER(S).
  - b. After hours, PEACE OFFICER(S) will contact the crisis team at Natividad Medical Center, who will then contact the BHCNT standby member.
  - c. The on-call BHCNT member will contact the on-call Lead Person to inform them of the crisis situation. At this time, the Lead Person and/or Coordinator can choose to assist the standby staff member during the crisis situation. The standby BHCNT member will also keep the standby Lead Person apprised of developments during the crisis situation.
2. Conduct/participate in witness interviews for collateral information, using the clinicians' interviewing expertise (i.e. rapport-building, social history collection, and knowledge of domestic violence dynamics).
3. Assist PEACE OFFICER(S) in gathering collateral information during a crisis situation (i.e. contacting family members, gathering previous crisis contacts and previous assault and suicide history, obtaining medical and psychiatric treatment information, and other related information).
4. Provide supportive suggestions in intervening with the individual(s) in crisis (i.e. passing notes to the secondary on themes, "hooks," bargaining tools, and other similar suggestions).
5. Provide clinical insight on anything pertaining to mental illness to include symptoms, diagnosis, medication side effects, triggers and dynamics.
6. Provide the PEACE OFFICER(S) with information on community resources/referrals regarding the individuals(s) in crisis (i.e. substance abuse, domestic violence, suicide prevention/intervention, mental illness, school support, grief support, and other related resources).
7. Never assume the role of the primary or secondary negotiator(s).
8. Never enter the residence of a barricaded subject.

9. Perform duties as assigned by incident commander (i.e. act as a "Scribe/Boardman" if assigned, in order to monitor negotiations and maintain visual displays of all information relevant to negotiations including demands, timeline, gathering intelligence, and other similar duties as assigned).
10. Monitor dialogue between the person(s) in crisis and the primary negotiators, if assigned, and maintain log of events during the negotiation process. BHCNT member will help provide communication between negotiators (BHCNT & PEACE OFFICER(S)) and remainder of the police command structure, ensuring that the secondary is aware of the Incident Officer's strategy.
11. Remain in the command center during the negotiation, unless assisting the PEACE OFFICER(S) with data collection or collateral contacts out of the primary negotiation area.
12. Respond to a crisis situation (from PEACE OFFICER(S)) via telephone within fifteen (15) minutes.
13. Respond to a call-out situation (from PEACE OFFICER(S)) and arrive on scene within sixty (60) minutes. During travel time, the BHCNT member will be available by phone for consultation.
14. Collaborate with the different PEACE OFFICER(S)'S entities by participating in trainings and meetings to ensure proper understanding of roles and responsibilities during crisis situations.
15. Document the PEACE OFFICERS' calls for assistance to ensure proper funding from the Mental Health Services Act.

**B. MONTEREY COUNTY PEACE OFFICERS' ENTITIES AGREE TO:**

1. Assume primary responsibility for site control.
2. Assume primary responsibility for negotiations.
3. Determine whether phone consultation or on-site consultation is needed from the BHCNT member.
4. Coordinate training exercises with BHCNT to ensure proper collaboration when needed during a crisis situation.
5. Collaborate with the BHCNT on-call members by participating in trainings and meetings to ensure proper understanding of roles and responsibilities during crisis situations.