

**AMENDMENT NO. 1 TO  
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 Gonzales 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**

**AMENDMENT NO. 1 TO INTER-AGREEMENT  
BETWEEN THE COUNTY OF MONTEREY  
AND PEACE OFFICERS**

This **AMENDMENT NO. 1** is made to the INTER-AGENCY AGREEMENT (hereinafter the AGREEMENT) establishing the duties and responsibilities for the Behavioral Health Negotiation Crisis Team (hereinafter referred to as "BHCNT"), by and between the **Monterey County Department of Health, Behavioral Health Bureau**, (hereinafter referred to as "COUNTY") and the following separate entities individually defined as Monterey County Sheriff's Office, California State University Monterey Bay, City of Carmel-by-the-Sea Police Department, City of Gonzales Police Department, City of Greenfield Police Department, 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, Sand City Police Department, City of Seaside Police Department, and City of Soledad Police Department (hereinafter referred to as "PEACE OFFICERS").

**WHEREAS**, the COUNTY and PEACE OFFICERS wish to amend the AGREEMENT to revise the EXHIBIT A – DUTIES AND RESPONSIBILITIES to add the Mobile Crisis Team (MCT) Program, to incorporate the City of Gonzales Police Department to be part of the AGREEMENT as one of the separate entities known as PEACE OFFICERS, and adds a confidentiality provision which applies to the provision of mental health services by the BHCNT and MCT programs.

**NOW THEREFORE**, the COUNTY and PEACE OFFICERS hereby agree to amend the AGREEMENT as follows:

1. EXHIBIT A-1: DUTIES AND RESPONSIBILITIES replaces EXHIBIT A – DUTIES AND RESPONSIBILITIES. All references in the AGREEMENT to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. This AMENDMENT NO. 1 shall be effective December 31, 2015.
3. As of the effective date, the term PEACE OFFICERS, as used in this AGREEMENT, shall include the City of Gonzales Police Department, and all references in the Agreement to PEACE OFFICERS shall include the City of Gonzales Police Department.
4. Except as provided herein, all remaining terms, conditions and provisions of this AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1, and shall remain in full force and effect as set forth in the AGREEMENT.
5. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the COUNTY on May 14, 2013.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, COUNTY and PEACE OFFICERS have executed this AMENDMENT No. 1 to the AGREEMENT as of the day and year written below.

**COUNTY OF MONTEREY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Elsa Jimenez, Director of Health  
Department of Health

**APPROVED AS TO LEGAL FORM:**

By: Stacy Saetta  
Stacy Saetta, County Counsel  
Date: 1/31/17

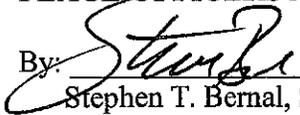
**APPROVED AS TO FISCAL PROVISIONS:**

By: Gary Giboney  
Gary Giboney, Auditor-Controller  
Date: 1-31-17

**APPROVED AS TO RISK PROVISIONS:**

By: \_\_\_\_\_  
Steven Mauck, Risk Management  
Date: \_\_\_\_\_

**PEACE OFFICERS APPROVALS**

By:   
Stephen T. Bernal, Sheriff  
Monterey County, Office of the Sheriff

Date: 9/26/14



Business & Support Services  
Mountain Hall, Suite B  
100 Campus Center  
Seaside, CA 93955-8001  
831-582-5058  
Fax 831-582-5122

MEMORANDUM FOR RECORD

FROM: Arthur J Evjen   
Director,  
Business & Support Services

DATE: May 16, 2011

RE: Delegation of Authority to Reyola Carlisle

Effective immediately, and pursuant to authority of Education Code 89036, Executive Order 775 and Executive Order 669, I hereby delegate authority to Reyola Carlisle, Contracts Coordinator, in my absence, to purchase, sell, lease, or license personal property and to execute leases of real property for commitments up to \$50,000. 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.



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

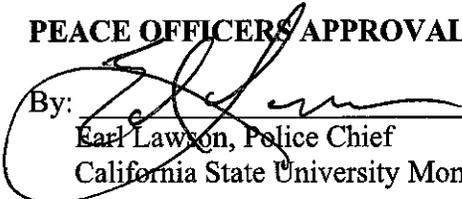
DATE: February 25, 2011

RE: Delegation of Authority to Arthur Evjen

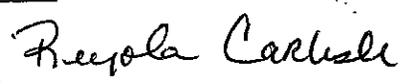
Effective immediately, and pursuant to authority of Education Code 89036, Executive Order 775 and Executive Order 669, I hereby delegate authority to Arthur Evjen, Director, Business & Support Services, to purchase, sell, lease, or license personal property and to execute leases of real property. This 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.

**PEACE OFFICERS APPROVALS (CONTINUED)**

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

Date: 12-21-16

  
for Arthur J. Evjen  
Director  
Business and Support Services

RESOLUTION 2016-084

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA  
AUTHORIZING THE CITY TO UPDATE THE EXISTING INTERAGENCY AGREEMENT WITH  
THE MONTEREY COUNTY BEHAVIORAL HEALTH DEPARTMENT TO INCLUDE  
AMENDMENT 1, WHICH IDENTIFIES THE NEWLY FORMED MOBILE CRISIS TEAM (MCT).**

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WHEREAS, the City of Carmel-by-the-Sea desires to update the existing contract with the Monterey County Behavioral Health Department to include amendment 1; and

WHEREAS, the amendment identifies two changes to the existing agreement as the newly formed Mobile Crisis team (MCT) and the addition of another county agency; and

WHEREAS, the Monterey County Health Department has agreed to make available a Mobile Crisis Team (MCT) to assist law enforcement with such crisis situation, and

WHEREAS, the agreement remains unchanged other than those items identified in the amendment; and

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

1. Approve Amendment 1 adding it to the existing Monterey County Behavioral Health inter-agency agreement, authorizing the use of the Mobile Crisis Team (MCT).
2. Authorize the Police Chief to execute the agreement and all related documents on behalf of the City.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA this 1<sup>st</sup> day of November 2016 by the following roll call vote:

AYES:	COUNCIL MEMBERS:	Hardy, Reimers, Richards, Theis, and Dallas
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None

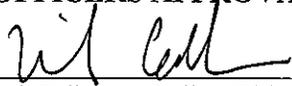
SIGNED:

ATTEST:

  
Steve G. Dallas, Mayor

  
Ashlee Wright, City Clerk

**PEACE OFFICERS APPROVALS (CONTINUED)**

By:  Date: 11/18/2016  
Michael Calhoun, Police Chief  
City of Carmel-by-the-Sea Police Department

**RESOLUTION NO. 2016-76**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GONZALES  
APPROVING THE AMENDMENT TO THE INTERAGENCY AGREEMENT WITH  
THE MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH  
CRISIS NEGOTIATION TEAM AND AUTHORIZING THE CHIEF OF POLICE TO  
EXECUTE THE AGREEMENT**

**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 offices faced with crisis situations; and

**WHEREAS**, on November 7, 2012, a number of Monterey County law enforcement agencies entered into the execution of an interagency agreement, attached hereto as Exhibit A, with the Monterey County Health Department, Behavioral Health Crisis Negotiation Team; and

**WHEREAS**, the purpose of this agreement, which was reached with 14 Monterey County law enforcement agencies and municipalities, was to provide supportive services to peace officers when faced with a crisis situation involving individuals with mental illness beyond a police officer's skill set; and

**WHEREAS**, under the new Amendment to the Agreement, Monterey County Behavioral Health has added the Mobile Crisis Team (MCT), edited the Behavioral Health Crisis Negotiation Team (BHCNT) program section for aesthetics and consistency with the additional Mobile Crisis Team, added a "Confidentiality" paragraph to address any concerns regarding patient health information, and incorporated the City of Gonzales Police Department as part of the "Peace Officers" of the full Agreement; and

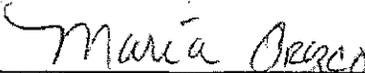
**WHEREAS**, the objective of the new *Mobile Crisis Team* (MCT) is to provide increased availability of *Mobile Crisis Intervention Specialists* (MCIS) who are located in one of the three regions: the Monterey Peninsula, Salinas or South Monterey County; and

**WHEREAS**, the MCT Program was also developed with the goal of avoiding involuntary psychiatric hospitalization, whenever appropriate, by providing alternative treatment resources such as consultation, crisis intervention, and referral to a treatment or voluntary psychiatric facility.

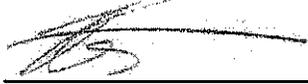
**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Gonzales that the Chief of Police is hereby authorized to execute an amendment to the interagency Agreement with the Monterey County Health Department and Peace Officers of participating cities, attached hereto as Exhibit B, is hereby approved and the Chief of Police is authorized and directed to execute the same on behalf of the City of Gonzales.

**PASSED AND ADOPTED**, at a regular meeting of the City Council of the City of Gonzales duly held on the 5<sup>th</sup> day of December 2016, by the following vote:

<b>AYES:</b>	<b>COUNCIL MEMBERS:</b>	Mayor Pro Tem Liz Silva, Scott Funk, Robert Bonincontri, and Mayor Maria Orozco
<b>NOES:</b>	<b>COUNCIL MEMBERS:</b>	None
<b>ABSTAIN:</b>	<b>COUNCIL MEMBERS:</b>	None
<b>ABSENT:</b>	<b>COUNCIL MEMBERS:</b>	Jose G. Lopez

  
\_\_\_\_\_  
Maria Orozco, The Honorable Mayor

**ATTEST:**

  
\_\_\_\_\_  
René L. Mendez, City Clerk

**PEACE OFFICERS APPROVALS (CONTINUED)**

FOR By:  *KEITH WISE, ACTING* Date: 12-9-2016  
Paul D. Miller, Police Chief  
City of Gonzales Police Department

**RESOLUTION NO. 2016-43**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GREENFIELD AUTHORIZING THE CITY OF GREENFIELD TO AMEND AN INTERAGENCY AGREEMENT WITH THE MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH CRISIS NEGOTIATION TEAM**

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

**WHEREAS**, on November 7, 2012, the City Council of the City of Greenfield approved and authorized execution of an interagency agreement with the Monterey County Health Department, Behavioral Health Crisis Negotiation Team; and

**WHEREAS**, the purpose of this agreement, which was reached with 13 other Monterey County law enforcement agencies and municipalities, was to provide supportive services to Peace Officers when faced with a crisis situation involving individuals with mental illness beyond a police officer's skill set; and

**WHEREAS**, under the new Amendment to the Agreement, Monterey County Behavioral Health has added the Mobile Crisis Team Mobile Crisis Team, edited the Behavioral Health Crisis Negotiation Team Behavioral Health Crisis Negotiations Team program section for aesthetics and consistency with the additional Mobile Crisis Team, added a "Confidentiality" paragraph to address any concerns regarding patient health information, and incorporated the City of Gonzales Police Department as part of the "Peace Officers" of the full Agreement; and

**WHEREAS**, the objective of the new *Mobile Crisis Team* Mobile Crisis Team is to provide increased availability of *Mobile Crisis Intervention Specialists* (MCIS) who are located in one of the three regions: the Monterey Peninsula, Salinas or South Monterey County; and

**WHEREAS**, the MCT Program was also developed with the goal of avoiding involuntary psychiatric hospitalization, whenever appropriate, by providing alternative treatment resources such as consultation, crisis intervention, and referral to a treatment or voluntary psychiatric facility.

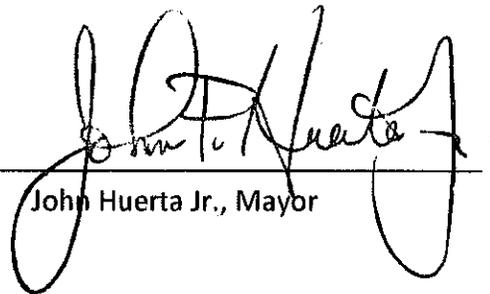
**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Greenfield that Amendment to the Interagency Agreement with the Monterey County Health Department and Peace Officers of participating cities, attached hereto as Exhibit "A," is hereby approved and the City Manager is authorized and directed to execute the same on behalf of the City of Greenfield.

**PASSED AND ADOPTED** by the City Council of the City of Greenfield at a regular meeting duly held on the 31<sup>st</sup> day of May, 2016, by the following vote:

**AYES, and all in favor, Councilmembers: Mayor Huerta, Mayor Pro-tem Rodriguez, Councilmembers Walker and Torres**

**NOES: None**

**ABSENT: Councilmember Santibanez**



John Huerta Jr., Mayor

**Attest:**



Ann F. Rathbun, City Clerk

**PEACE OFFICERS APPROVALS (CONTINUED)**

By: *Adele Frese*  
Adele Frese, Police Chief  
City of Greenfield Police Department

Date: 9/15/16

**Minutes  
City Council Meeting  
June 28, 2016**

**1. CALL TO ORDER:**

Meeting was called to order at 6:01 PM by Mayor Cullen.

**2. FLAG SALUTE:**

The flag salute was led by Mayor Cullen.

RJ Rivera announced that there are translating services available.

**3. ROLL CALL:**

City Manager Adams conducted roll call.

City Council: Council Members Acosta, LeBarre, Hendrickson, Mayor Pro Tem Jernigan,  
Mayor Cullen.

City Staff: City Manager Steven Adams, Attorney Martin Koczanowicz

**4. CLOSED SESSION ANNOUNCEMENTS:**

No reportable actions taken at the June 14th meeting.

**5. PRESENTATIONS:**

None

**6. PUBLIC COMMUNICATIONS:**

Gabriel Trujillo is one of the candidates running for City Council in district 4.

**7. COUNCIL COMMUNICATIONS:**

Mayor Pro Tem Jernigan stated that she attended the Beautification BBQ and listened to Bob Lund from Arroyo Grande in Bloom and she was invited to see how this is done in Arroyo Grande with judges come to the town to make recommendations to them on how they can make their town more beautiful. They shadowed the judges. She attended an event at the Cork and Plough and the King City Cinemas for the foundation of Monterey County free libraries. The showed clips of movies that were made in Monterey County. The money that was raised goes to our local library and the libraries for the county. She is attending the 4<sup>th</sup> of July parade and thought it would be nice if the Council had an entry so people know who the City Council is. She is happy to see there is an interest in people running for City council. Openings start on July 18<sup>th</sup>. She supports bringing back the stipends. She would like to see some discussion about rotating the Mayor position.

6:05p.m. Council Member Hendrickson stepped out.

Council Member Acosta thanked staff and members of council that helped bring Domestic Violence and Violence services to South County. She thanked Commander Tirado for getting the correct number of calls

and the numbers are high. She thanked Chief Engles and City Manager also. The County Council came to south county and was quit receptive.

Council Member LeBarre attended a TAMC meeting which he got a bit of information from them for the train station and it stopping in King City. He is encouraged the train station is happening. He spent some time at the Board of Supervisors meeting in support of the oil industry and the jobs they provide. There is going to be a measure to ban fracking. Fracking cannot be done in Monterey County. This will only effect South County. Tomorrow attending Fort Hunter Liggett's Community Relations meeting where they build partnerships with local businesses and community groups. Thursday attending Congressman Farr's last citizenship swearing in at Gilroy Gardens. On the Rail Policy Committee, he asked TAMC for permanent seats on that committee in Soledad. Bicycle and Pedestrian committee is moving forward with a training session and providing free bike locks.

6:10p.m. Council Member Hendrickson returned.

Mayor Cullen stated Chamber of Commerce is having aerial fireworks. He will be in the parade serving as the Mayor. Farmers market is changed to 3-7p.m. on Wednesday. He will be at the Salinas Valley Solid Waste Authority Board retreat on July 13<sup>th</sup>. He will attend the Monterey Mayors and Manager's meeting in Del Rey Oaks at the medical marijuana dispensary. King City in Bloom has done a couple of projects and they did a City wide clean-up last Saturday that he and the City Manager participated in.

#### **8. CITY STAFF REPORTS AND COMMENTS:**

City Manager Adams spoke on swearing in the new Chief on July 6<sup>th</sup> at 6:00p.m. with a reception following. Moving forward with the Community Task Force to address youth violence, with each Council member recommending a person for the task force. As part of the community outreach in the next couple weeks, we will get the first newsletter out and updating website.

#### **9. CONSENT AGENDA**

- A. Meeting Minutes of June 14, 2016 Council Meeting
- B. Consideration: City Check Register – Current
- C. Consideration: Public Financing Authority Check Register – Current
- D. City Monthly Treasurer's Report- May 2016
- E. Successor Agency Monthly Treasurer's Report- May 2016
- F. Public Financing Authority Monthly Treasurer's Report- May 2016
- G. Consideration: Resolution Reinstating City Council Stipends
- H. Consideration: Resolution for the 2016 General Municipal Election
- I. Consideration: Resolution Regarding Local Matching Funds for United States Department of Agriculture Community Facilities Grant Application
- J. Consideration: Approval of an Amendment to the BHCNT (Behavioral Health Crisis Negotiation Team) Interagency Agreement with the County of Monterey, Department of Health, Behavioral Health Bureau for the Addition of the Mobile Crisis Team Program ("MCT").
- K. Consideration: The City of King FY 2016-17 Salary Classification Plan

Action: Motion to approve consent agenda items by LeBarre and seconded by Acosta

AYES: Council Members: Mayor Cullen, Mayor Pro Tem Jernigan, Acosta, LeBarre and Hendrickson

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

## **10. PUBLIC HEARINGS:**

10a. Consideration: Ordinance to Rezone Broadway Property (1023 Broadway Street)

Community Development Director Doreen Liberto introduced this item and was available for questions.

Mayor Cullen opened the public hearing and seeing no one come forward to give testimony closed the public Hearing.

Mayor Cullen ask for a motion.

Action: Motion by Acosta to introduce and conduct the first reading, by title only, an Ordinance to rezone property along West Broadway Street from Planned Development ("PD") to Highway Service ("HS"); and 2) set the second hearing and adoption for the next regularly scheduled City Council meeting of July 12, 2016. seconded by LeBarre

AYES: Council Members: Mayor Cullen, Mayor Pro Tem Jernigan, Acosta, LeBarre, and Hendrickson

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

## **11. REGULAR BUSINESS:**

11a. Consideration: Draft Ballot Measure to Establish a Tax on Medical Marijuana Cultivation and Manufacturing

City Manager Adams introduced this item.

David McPherson is available for questions.

Gabriel Trujillo spoke on the amount per square foot being to high. He is concerned it will scare people away. He also wanted to clarify the stacking. He is asking if Hemp is being taxed at a different rate.

David McPherson spoke to the hemp in that the State has not addressed the hemp yet.

David McPherson referenced the Exhibit 3 of the packet for clarification.

Gabriel Trujillo stated that the City of Oakland has a program for local people. You have to be a resident for 5 years. He wanted to know if there were any programs for master growers or programs that take care of the locals.

Mayor Cullen stated that we treat all equally. He feels it is easier to treat everyone the same then getting accusations that people are getting special treatment.

Brandon Gesicki, stated that this process has been handled really well. His clients feel that the tax rate proposals are a little high. His understanding the county is down to the range \$15.00- \$12.00. He feels they are close but he feels if the cultivation was a bit lower the city would be the most competitive. He feels the process of developing the revised ordinance has gone extremely well. He gave kudos to staff that has been working on it.

Oscar Martinez feels that in two years since he has been gone from King City lots of things have changed. He feels the City has done a good job.

Mayor Cullen clarified that when they bring this item back on July 12<sup>th</sup> changes could be made to the dollar amounts. City Attorney Koczanowicz stated yes.

City Manager clarified that if staff finds that amounts are different in other Cities or jurisdictions are lower that staff could recommend another number. Council concurs.

Mayor Cullen stated that staff has a majority of City Council that is in favor of staff recommendations and can move forward and bring it back for a vote on July 12<sup>th</sup>.

#### 11b. Consideration: Regulations and Enforcement Regarding Noise

City Manager Adams introduced this item.

Mayor Cullen feels that some training of the officers would help this matter as there is a clause in the code currently that says that with in 100ft. which has nothing to do with the time. He also wants to respect the Community Code Enforcement Committee and their priority list.

Marc Roland spoke and he feels that decibel level doesn't work. He feels that no amplifiers in the City limits is the only solution. He said there are health issue for amplified music. He feels the police are doing a great job. He feels it is all over town. He feels that you can celebrate without amplified music.

Chief Engles stated that we are not unique it happens in all the cities. He does feel the Officers can sharpen their knowledge of the code. He has been bothered too and you have to have a certain amount of tolerance and the noise does go away. Officers use discretion in each instance. Citations could be written. Continual offenders of disturbing the peace can be taken to jail however he is not sure that is a road Council wants to go down.

Chief Engles stated with no disrespect that if people are not impressed with an officer in uniform asking them to do something a flyer from the Council may or may not be effective. He feels focusing on current laws, sharpening their response and heighten sensitivity of the officer's may go away to curb this issue.

City Manager stated that we could put this issue #3 on the priority list and have staff do some research in the future and bring it back for a review to see if we satisfied with the results.

#### **ADJOURNMENT:**

There being no further business to come before the City Council, Mayor Cullen adjourned the meeting at 8:01 pm. to Closed Session and the City Attorney read the items in to the record.

1. Liability Claim by Elvira Godinho,  
Claims against City of King  
Gov. Code Section: 54956.95
2. Review of draft Audit from State Auditor  
Government Code Section 54956.75(a)
3. Conference with Real Property Negotiators  
Properties: City owned property adjacent to APN 026-401-020  
Agency Negotiators: Steven Adams  
Negotiating Party: Bob Ahir

4. Worker's Compensation Claim by Jaime Andrade,  
Claims against City of King  
Gov. Code Section: 54956.95
  
5. Worker's Compensation Claim by Dominic Baldiviez,  
Claims against City of King  
Gov. Code Section: 54956.95

**Approved Signatures:**



**Mayor, Robert Cullen**  
**City of King**



**City Clerk, Steven Adams**  
**City of King**

**PEACE OFFICERS APPROVALS (CONTINUED)**

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

Date: 7/5/16 \_\_\_\_\_

Anthony Sollecito, Police Chief  
King City Police Department  
Steven Adams, City Manager

RESOLUTION NO 2016-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARINA  
APPROVING AMENDMENT #1 TO THE MONTEREY COUNTY HEALTH  
DEPARTMENT, BEHAVIORAL HEALTH CRISIS NEGOTIATIONS TEAM SERVICES  
INTERAGENCY AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO  
EXECUTE AMENDMENT #1 ON BEHALF OF THE CITY SUBJECT TO FINAL REVIEW  
AND APPROVAL 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 proposed Amendment #1 of the Monterey County, Behavioral Health Crisis Negotiations Team services interagency agreement will allow the City to continue to 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 City Council finds continued participation in the 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 Amendment #1 of the Monterey County, Behavioral Health Crisis Negotiations Team services interagency agreement, and;
2. Authorize the City Manager to execute Amendment #1 of the Monterey County, Behavioral Health Crisis Negotiations Team services interagency 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 22<sup>nd</sup> day of December 2016, by the following vote:

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

NOES, COUNCIL MEMBERS: None

ABSENT, COUNCIL MEMBERS: None

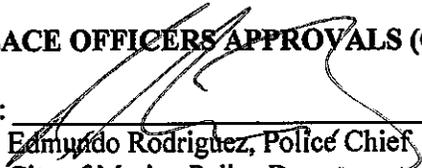
ABSTAIN, COUNCIL MEMBERS: None

  
Bruce C. Delgado, Mayor

ATTEST:

  
Anita Sharp, Deputy City Clerk

**PEACE OFFICERS APPROVALS (CONTINUED)**

By:   
Edmundo Rodríguez, Police Chief  
City of Marina Police Department

Date: 12/14/16

PART I.  
THE CHARTER

**Article 1. Name, Boundaries, and Powers of the City.**

- § 1.1 Name.
- § 1.2 Boundaries.
- § 1.3 Rights and Liabilities.
- § 1.4 Powers.
- § 1.5 Tidelands Inalienable.

**Article 2. Elections, Initiative, Referendum and Recall.**

- § 2.1 Elective Officers.
- § 2.2 Eligibility of Elective Officers.
- § 2.3 Elections.
- § 2.4 Canvass of Returns.
- § 2.5 Vacancies.
- § 2.6 Initiative, Referendum and Recall.
- § 2.7 Voter Approval for Eminent Domain Actions.
- § 2.75 Voter Approval Required for Sale of Open Space Zoned Property in Coastal Zone
- § 2.8 Term of Office of Councilmember Filing as a Candidate for Mayor.

**Article 3. The Mayor.**

- § 3.1 The Mayor.
- § 3.2 Vice-Mayor.

**Article 4. City Council.**

- § 4.1 The Council.
- § 4.2 Meetings of the Council.
- § 4.25 Conduct of Closed Meetings
- § 4.3 Quorum.
- § 4.4 Legislation.
- § 4.5 Appointment and Removal of Officers, Employees and Appointees.
- § 4.6 Residential Qualification.
- § 4.7 Interference With or By City Manager.
- § 4.8 Contracts for Public Works.
- § 4.9 Membership on Intergovernmental Agencies.
- § 4.10 Adoption of Codes by Reference.

**Article 5. City Manager and Administrative Department.**

- § 5.1 City Manager.
- § 5.2 City Attorney.
- § 5.3 Compensation of Officers and Employees.
- § 5.4 Impartial Arbitration for Fire and Police Department Employee Disputes.

*Authorizes City of Monterey Assistant City Manager to assume responsibilities of City Manager in his/her absence which would include signatory authority*

**Article 6. Fiscal Administration.**

- § 6.1 Fiscal Year.
- § 6.2 Annual Financial Audit.
- § 6.3 Budget.
- § 6.4 Leases of City Property.
- § 6.5 Levy and Collection of Taxes.
- § 6.6 Neighborhood and Community Improvement Program.

**Article 7. Public Library.**

- § 7.1 Public Library and Board of Library Trustees.

**Article 8. General Provisions.**

- § 8.1 Visitor Accommodation Zone.

**Appendix A to Section 8.1 Article 21 A.**

**Visitor Accommodation Facility (VAF) Zone**

- § 38-147A. Description and Purpose.
- § 38-148A. Principal Permitted Uses.
- § 38-149A. Accessory Uses.
- § 38-150A. Conditional Uses.

§ 38-151A. Property Development Standards.

**Appendix B to Section 8.1 Zoning Maps.**

**Article 9. Deleted by Court action 4/25/95**

**ARTICLE 1.  
NAME, BOUNDARIES AND POWERS OF THE CITY.**

**Sec. 1.1 Name.**

The municipal corporation now existing and known as the "City of Monterey" shall remain and continue a body politic and corporate as at present, in fact and in law, by the name of the "City of Monterey," and by such name shall have perpetual succession.

**Sec. 1.2 Boundaries.**

The boundaries of the City of Monterey shall continue as now established until changed in some manner authorized by law.

**Sec. 1.3 Rights and Liabilities.**

The City of Monterey shall remain vested with and continue to have, hold and enjoy, all property, rights or property, and rights of action of every nature and description now pertaining to said municipality and is hereby declared to be the successor to same. No right, liability, pending suit or prosecution on behalf of, or against, the City shall be affected by the adoption of, or any amendment to this Charter. All contracts entered into by the City prior to the taking effect of this Charter, or any amendment hereto, shall continue in full force and effect.

**Sec. 1.4 Powers.**

The City shall have all powers to make and enforce all laws and regulations with respect to its municipal affairs, subject only to such limitations and restrictions as may be provided in this Charter and in the Constitution of the State of California. The City may exercise any right, power, or privilege granted to municipal corporations by the general laws of the State of California.

**Sec. 1.5 Tidelands Inalienable.**

The City may lease its tidelands, subject to the terms and conditions of the grant, but they shall be otherwise inalienable.

**ARTICLE 2.  
ELECTIONS, INITIATIVE, REFERENDUM AND RECALL.**

**Sec. 2.1 Elective Officers.**

Elective officers of the City of Monterey shall be a Mayor and four (4) Councilmembers.

**Sec. 2.2 Eligibility of Elective Officers.**

No person shall be eligible for election to, or hold, any elective office of the City unless he/she shall have been a resident and elector of the City for the period of time and have such other qualifications as are prescribed by State law for Councilmembers of General Law Cities.

**Sec. 2.3 Elections.**

General Municipal elections shall be held in said city on the first Tuesday after the first Monday in November in each even-numbered year under and pursuant to the provisions of the General Laws of the State of California so far as they may be applicable, except as otherwise may be provided herein. All other municipal elections may be held by authority of this Charter, ordinance, or the general laws of the State of California. Elections to incur bonded indebtedness, to impose special assessments, or to annex territory shall be held in conformance with the general laws of the State.

**Sec. 2.4 Canvass of Returns.**

The Council of said City shall meet at its usual meeting place at the first regular or adjourned meeting following certification of the election results of any municipal election and duly canvass the returns and declare the results thereof. The Council shall install any newly-elected officers as soon after said canvass as possible, provided, however, that no officer shall be installed prior to filing by said officer of all disclosure or other statements required by ordinance or State law.

**Sec. 2.5 Vacancies.**

A vacancy in an elective office shall be filled by appointment by the Council, such appointee to hold office until the next General Municipal Election and until a successor is elected and installed. Should the Council fail to fill any such vacancy within forty (40) days after the same occurs, then it shall be filled by appointment by the Mayor. Such successor shall be elected for the unexpired term of his/her predecessor at the General Municipal Election next succeeding such appointment.

If the offices of a majority or more of the Council becomes vacant, the City Clerk shall call a Special Municipal Election to fill said vacancies, which election shall be held within sixty (60) days of the existence of said vacancies. Each candidate elected at such election shall hold office for the unexpired term of his/her predecessor. The candidate or candidates receiving the highest number of votes shall be deemed to fill the longest unexpired term or terms. Said vacancies, whether occurring by recall, resignation, legal disability or physical disability, shall be filled by the persons holding the following offices and in the following order: Chairperson of the Planning Commission, Chairperson of the Parks and Recreation Commission, Chairperson of the Library Board of Trustees. Such persons shall serve as interim elective officers until said vacancies are filled by election

and the newly elected officers are installed. Said persons shall be sworn in by the City Clerk in the same manner and form as elected officers as soon as possible after the vacancy or vacancies occur and shall have all the rights, duties and obligations of an elected officer during said interim appointment.

In the event of a vacancy in the office of the Mayor, the remaining elective officers, including any interim elective officers appointed pursuant to this Section, shall elect one of their number to serve as Mayor during the period of said vacancy.

**Sec. 2.6 Initiative, Referendum and Recall.**

Unless otherwise provided by ordinance hereafter enacted, the provisions of the General Laws of the State of California, as the same now exist or may hereafter be amended, governing the initiative and referendum, and the recall of municipal officers shall apply in the City insofar as such provisions of the General Laws are not in conflict with this Charter.

With regard to recall, any elective officers may be recalled from office under and in pursuance of the provisions of the Constitution and general laws, provided, however, that in no case shall candidates be elected to fill the place or places of any officer sought to be recalled, but in case of such recall such office shall be deemed vacant and shall be filled by appointment as set forth in Section 2.5.

**Sec. 2.7 Voter Approval Required for Eminent Domain Actions to Acquire Property for Re-Sale in Redevelopment Projects.**

In any Redevelopment Project adopted or substantially amended after May 1, 1983, neither the City nor Redevelopment Agency shall by eminent domain proceedings acquire property within a Redevelopment Project for the purpose of re-sale for private redevelopment without first submitting to and receiving the approval of the electorate.

This section shall not prohibit either the City or Redevelopment Agency from acquiring property by eminent domain proceedings for any other public purpose nor shall it prohibit either the City or Agency from acquiring property within a Redevelopment Project from a willing seller for any purpose.

The proposal to acquire property within a Redevelopment Project for re-sale to private redevelopers shall be placed before the electorate at either a general election or special election called for that purpose.

**Sec. 2.75 Voter Approval Required for Sale of Open Space Zoned Property in Coastal Zone. (November 2000 Election)**

All City-owned property located within the Cannery Row, Harbor or Del Monte Beach Local Coastal Plan areas of the Coastal Zone as that area is depicted on the attached map referred to as Exhibit "A-1" and which is zoned "O" (open space district), shall be retained as such and not sold or transferred without first receiving approval for the decision to rezone, sell or transfer the property from a majority of the voters.

Exhibit A1:

(see last page of Charter, page 18j)

**Sec. 2.8 Term of Office of Councilmember Filing as a Candidate for Mayor.**

Terms of office for councilmembers who file for the office of Mayor shall automatically expire on the date the next municipal election is held after filing. The filing period for candidates to fill the councilmember's term shall be extended an additional five (5) days.

**ARTICLE 3.  
THE MAYOR.**

**Sec. 3.1 The Mayor.**

The Mayor shall be a member of the City Council and entitled to vote on all matters coming before the Council. He/she shall preside at all meetings of the City Council and perform such other duties as prescribed by the Council consistent with the office of Mayor. The Mayor shall execute all official documents of the City as required by law or order and shall represent the City at ceremonial functions as he/she deems appropriate.

A Mayor shall be elected at each general municipal election and shall hold office for the term of two (2) years from and after his/her installation and until his/her successor is elected and qualified. The Mayor shall be ineligible to hold any other office or employment with the City except as a member of any board, commission or committee thereof or to which he/she is constituted such member by general law or appointed to by the Council.

**Sec. 3.2 Vice-Mayor.**

The Council shall select one of its members to serve as Vice-Mayor. The Vice-Mayor shall serve in the absence or incapacity of the Mayor and shall have all rights and duties of the Mayor in his/her absence. The term of Vice-Mayor shall be coterminous with that of the Mayor unless a specific term is established by the City Council. The Vice-Mayor shall serve at the pleasure of the City Council.

**ARTICLE 4.  
CITY COUNCIL.**

**Sec. 4.1 The Council.**

The Council shall be comprised of the Mayor and four (4) Councilmembers and shall be the legislative body of the City.

Two Councilmembers shall be elected at each General Municipal Election and shall hold office for the term of four (4) years from and after their installation in office and until their successors are elected and qualified.

Councilmembers shall not be eligible to hold any other office or employment with the City except as members of Boards, Commissions and other agencies of which they are constituted such a member by General Law or by appointment of the Mayor and/or Council.

The Council may, by ordinance, provide for the compensation of Councilmembers provided that said compensation shall not exceed the amount permitted by State Law for General Law Cities of the same population; may provide for additional compensation for the Mayor; and may provide that increases shall take effect during the term of office of Councilmembers. Monies paid by other agencies to Councilmembers serving on the legislative body of said agencies shall not be considered compensation for the purposes of this section.

No former Mayor or Councilmember shall hold any compensated appointive City office or regular City employment until one (1) year after the expiration of the term for which he/she was elected to the Council.

#### **Sec. 4.2 Meetings of the Council.**

The Council shall provide by ordinance for the conduct, time and place of holding its meetings and the manner in which its special meetings may be called, provided, however, that there shall be at least one (1) regular meeting each month.

#### **Sec. 4.25 Conduct of Closed Meetings**

The City Council and other city public boards and commissions may meet in legally authorized closed sessions as permitted by the Ralph M. Brown Act. All actions taken in closed session shall be by roll call vote, and each individual vote shall be made public at the meeting at which it is taken or at the next public meeting, except as set forth following:

Votes taken at such session pertaining to non-personnel matters are exempted from disclosure if such disclosure will, in the opinion of the city Attorney, jeopardize the City's position; however, individual votes shall be made public after determination, on advice of the City Attorney, that such matters have been finalized. In that event, disclosure of votes shall be made public at the meeting during which the matter becomes final, or the next public meeting.

An electronic recording shall be taken at all closed sessions. Such recordings are not public records and shall be kept confidential. The recordings shall be made available to qualified members of the legislative body involved, or a court of competent jurisdiction if a violation of the Brown Act is alleged to have occurred.

If any provision of this section is invalidated by any court of competent jurisdiction or declared in conflict with provision of any state law, the other provisions shall remain in full force and effect.

#### **Sec. 4.3 Quorum.**

A majority of the Council shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time and postpone the consideration of or action upon pending business in like manner.

#### **Sec. 4.4 Legislation.**

In addition to other acts required by law or specific provisions of this Charter to be done by ordinance, acts which provide for the following shall be done by ordinance:

- (a) Provide for a criminal or civil penalty or adopt any rule or regulation for violation of which a criminal or civil penalty is imposed.
- (b) Levy any tax.
- (c) Regulate the use of property or regulate the conduct of persons.

No ordinance or resolution shall be passed without receiving the affirmative vote of at least three (3) members of the Council.

No ordinance shall be passed by the Council on the day of its introduction, or within five (5) days thereafter, or at any time other than a regular, adjourned, or special meeting or until its publication at least three (3) days before its adoption. In the case of an ordinance being amended before its adoption as amended, and where such amendment is made for the correction of clerical error or omission of form only, then such ordinance need not be republished.

Ordinances and resolutions need not be read either in whole or in part prior to their adoption except as may be otherwise required by ordinance or general law.

An ordinance shall take effect thirty (30) days after its final passage except an ordinance shall take effect immediately if it is an ordinance:

- (a) Relating to an election.

(b) For the immediate preservation of the public peace, health or safety, containing a declaration of the facts constituting the urgency and is passed by a four-fifths (4/5) vote of the Council.

(c) Relating to taxes for the usual and current expenses of the City.

(d) Covered by particular provisions of law prescribing the manner of its passage and adoption.

No ordinance, or portion thereof, shall be amended or repealed except by ordinance.

All ordinances and resolutions shall be signed by the Mayor and attested by the City Clerk.

**Sec. 4.5 Appointment and Removal of Officers, Employees and Appointees.**

(a) Appointment of officers and employees:

1. The Council shall appoint a City Manager and a City Attorney by affirmative vote of three (3) of its members. The City Council may retain the City Manager and City Attorney by contract setting forth the terms and conditions of employment. In the event said contract provides conditions of employment contrary to this Charter, or any ordinance, rule or regulations, provided said provisions are lawful, the provisions of said contract shall prevail.

In addition to the City Manager and City Attorney, the Council shall designate and determine the compensation of all employees. The City Council may authorize the City Manager to employ said officers by contract.

2. The Council shall appoint by affirmative vote of three (3) of its members, all members of municipal boards, commissions and committees and representatives of the City to other agencies.

3. The City Manager shall appoint all other officers and employees of the City except as otherwise herein provided.

4. The City Attorney shall appoint all officers and employees of the City Attorney's Department.

(b) Removal of officers:

1. The Council may remove any of its appointees at pleasure without cause stated or hearing had by affirmative vote of four (4) members, and may remove any of its appointees for cause after a hearing by affirmative vote of three (3) of its members.

2. The City Manager may remove any of the appointive officers appointed by him/her at pleasure, provided that:

(i) Said officer is served with reasonable written notice of the reason for such removal.

(ii) Said officer shall have the right of appeal to the City Council, the procedures for which shall be established by ordinance or resolution. The decision of the City Council shall be final.

(c) Removal of subordinate officers and employees:

1. The City Manager and City Attorney may remove all other officers and employees appointed by them only for cause. An officer or employee removed for cause shall have the right of appeal to, and a hearing before the City Council. The procedures for removal for cause, appeal and hearing shall be established by ordinance or resolution.

(d) Limitations on removals:

1. The Council shall not remove any officers within three (3) months next succeeding a general municipal election except for cause.

2. The City Manager shall not remove any chief appointive officer within three (3) months next succeeding his/her appointment except for cause.

(e) Suspension in lieu of removal:

1. Any officer or employee, in lieu of removal, may be suspended up to thirty (30) days with or without pay for the same reasons or on the same grounds and on the same procedure as herein provided for removal.

**Sec. 4.6 Residential Qualification.**

All voting members of City boards and commissions shall be residents of the City of Monterey.

**Sec. 4.7 Interference With or By City Manager.**

Neither the Council nor any of its members shall in any manner dictate the appointment or removal of any City administrative officers or employees whom the City Manager or any of his/her subordinates are empowered to appoint, but the Council may express its views and fully and freely discuss with the City Manager anything pertaining to appointment and removal of such officers and employees.

The Council or its members shall deal with City officers and employees who are subject to the direction and supervision of the City Manager or the City Attorney solely through the City Manager or the City Attorney, and neither the Council nor its members shall give orders to any subordinate officer or employee, either publicly or privately.

No elective officer, nor candidate for elective office of the City, shall solicit support for nomination or election from any salaried officer, appointee or employee of the City, except members of boards, commissions and committees appointed by the City Council. Support includes but is not limited to financial contribution, services or endorsement.

**Sec. 4.8 Contracts for Public Works. (November 6, 2001 Election)**

The construction, reconstruction, or improvement of any public work in excess of \$50,000.00, including the supplying of materials, supplies, and labor, shall be let by contract to the lowest responsible bidder after public bidding, except as set forth in this Section. The Council shall, by Ordinance, establish procedures for public bidding, including the contracting for public works less than \$50,000.00 and the purchase of equipment, supplies, materials, or services.

The \$50,000.00 limit set forth above shall be increased by \$5,000.00 on July 1, 2005, and by the same amount on July 1st of each fifth year thereafter.

The City may contract with other governmental agencies or public utility companies for the erection of public works, or for the purchase of equipment, supplies, materials, or services without the need for bidding if it first finds that the government agency or public utility has substantially complied with the City's bidding or purchasing process.

In the event of an emergency caused by fire, flood, earthquake, storm, or similar disaster, the Mayor or City Manager may order the suspension of normal bidding or purchasing requirements for projects related to abatement of the impacts or effects of such emergency. The City Council shall, if possible, ratify such emergency suspension of procedures within seventy-two (72) hours and consider whether further suspension of procedures is required to abate the impacts of the emergency.

Notwithstanding any provision above, the City Council may award individual annual contracts, referred to as "job order contracts", none of which may exceed one million dollars (\$1,000,000.00) adjusted annually on July 1st to reflect the percentage change in the California Consumer Price Index, for repair, remodeling, paving, sidewalk repair, or other repetitive work to be done according to unit prices. No annual contracts may be awarded for any new construction; however, job order contracts may be utilized for new projects less than \$50,000.00, adjusted as set forth above. The contracts shall be awarded to the lowest responsible bidder and shall be based on plans and specifications for typical work.

For purposes of this section, the term "unit price" shall mean the amount paid for a single unit of an item of work, the term "typical work" shall mean a work description applicable universally or applicable to a large number of individual projects, as distinguished from work specifically described with respect to an individual project, and the term "repair, remodeling, paving, sidewalk repair, or other repetitive work to be done according to unit prices" shall not include design or contract drawings."

**Sec. 4.9 Membership on Intergovernmental Agencies.**

Councilmembers may be members of the governing body of any board, commission, agency or other intergovernmental agency to which the City is entitled to appoint a representative. A Councilmember shall be appointed by and serve at the pleasure of the City Council.

**Sec. 4.10 Adoption of Codes by Reference.**

Any code or codification of ordinances may be adopted by reference. To adopt a code by reference the Council shall pass to print an ordinance stating the general contents of the code to be adopted, the place or places where said code is available for public inspection and the date, time and place where interested parties may appear before the Council and speak for or against the adoption of the code. The ordinance shall be published in the manner provided for all ordinances. The code need not be published. Following public testimony, the Council may adopt the code, reject it, or adopt the code with modifications. Once adopted, a code may be amended in the same manner as provided for the amendment of an ordinance.

**ARTICLE 5.  
CITY MANAGER AND ADMINISTRATIVE DEPARTMENT.**

→ **Sec. 5.1 City Manager.**

The Council shall select the City Manager who shall serve at the pleasure of the City Council, except as otherwise provided by contract. The City Manager shall be the administrative head of the City and shall have such powers as are necessary to carry out and enforce all ordinances, resolutions, rules and directions of the City Council and the general laws of the State of California applicable to the City.

The City Manager shall appoint and remove all officers and employees of the City except those appointed by the City Council, in accordance with the rules and regulations established by the City Council for appointment and removal.

The City Manager may appoint an Assistant City Manager who shall have all of the powers and duties of the City Manager in the event of the City Manager's absence or disability. In the absence of the Assistant City Manager and the City Manager, the Council may appoint an Interim City Manager to act during the absence or disability of the City Manager.

The City Manager may appoint a Secretary to the City Manager, who shall serve at the pleasure of the City Manager, the provision of this Charter or any ordinance, resolution or regulation pertaining to the removal of officers and employees notwithstanding.

The City Manager shall appoint a City Clerk who shall maintain the official records of the City and perform such other duties as required.

**Sec 5.2 City Attorney.**

The Council shall select the City Attorney who shall serve at the pleasure of the City Council, except as otherwise provided by contract. The City Attorney shall be the legal advisor to the City Council, its Boards and Commissions and the officers and employees of the City on all matters concerning the municipal affairs of the City, and shall have such other duties and responsibilities as prescribed by the City Council. The City Attorney shall at all times be licensed to practice law in the State of California.

**Sec. 5.3 Compensation of Officers and Employees.**

The compensation of all officers and employees of the City shall be fixed, increased or changed by ordinance or resolution, adopted by the four-fifths (4/5) vote of the Council.

**Sec. 5.4 Impartial Arbitration for Fire and Police Department Employee Disputes.**

(a) **IMPARTIAL ARBITRATION - DECLARATION OF POLICY.** It is hereby declared to be the policy of the City of Monterey that strikes by fire fighters and police officers are not in the public interest and should be prohibited, and that a method should be adopted for peacefully and equitably resolving disputes that might otherwise lead to such strikes.

(b) **PROHIBITION AGAINST STRIKES.** No City of Monterey fire fighter or police officer shall wilfully engage in a strike against the City. Any such employee against whom the City brings charges of failing to report for work as part of a strike shall be subject to dismissal from his or her employment in the event the charges are sustained upon conclusion of the proceedings that are required by law for the imposition of disciplinary action upon said employee.

(c) **OBLIGATION TO NEGOTIATE IN GOOD FAITH.** The City of Monterey, through its duly authorized representatives, shall negotiate in good faith with recognized employee organizations which represent sworn members of the City of Monterey Fire Department or the City of Monterey Police Department on all matters relating to the wages, hours, and other terms and conditions of City employment, including the establishment of procedures for the resolution of grievances concerning the interpretation or application of any negotiated agreement. Unless and until agreement is reached through negotiations between the City of Monterey and a recognized employee organization for the fire department or for the recognized employee organization in the police department which primarily represents classifications of police officer and police sergeant, or a determination is made through the arbitration procedure hereinafter provided, no existing benefits or conditions of employment for said fire department or police department employees shall be eliminated or changed.

(d) **IMPASSE RESOLUTION PROCEDURES.** All disputes or controversies pertaining to wages, hours, or terms and conditions of employment which remain unresolved after good faith negotiations between the City of Monterey and a recognized fire department employee organization or the police department employee organization which primarily represents the classifications of police officer and police sergeant shall be submitted to a three-member Board of Arbitrators upon the declaration of an impasse by the City of by the recognized employee organization.

Representatives designated by the City of Monterey and representatives of the recognized employee organization involved in the dispute shall each appoint one arbitrator to the Board of Arbitrators within three (3) days after either party has notified the other, in writing, that it desires to proceed to arbitration. The third member of the Arbitration Board shall be selected by agreement between the two arbitrators selected by the City and the employee organization, and shall serve as the neutral arbitrator and Chairperson of the Board. In the event that the arbitrators selected by the City and the employee organization cannot agree upon the selection of the third arbitrator within ten (10) days from the date that either party has notified the other that it has declared an impasse, then either party may request the State of California Mediation and Conciliation Service to provide a list of seven (7) persons who are qualified and experienced as labor arbitrators. If the arbitrators selected by the City and the employee organization cannot agree within three (3) days after receipt of such list on one of the seven (7) to act as the third arbitrator, they shall alternately strike names from the list of nominees until one name remains and that person shall then become the third arbitrator and chairperson of the Arbitration Board.

Any arbitration proceeding convened pursuant to this Article shall be conducted in conformance with, subject to, and governed by Title 9 of Part 3 of the California Code of Civil Procedure. The Arbitration Board shall hold public hearings, receive evidence from the parties and cause a transcript of the proceedings to be prepared. The Arbitration Board, in the exercise of its discretion, may meet privately with the parties and mediate or mediate-arb issues in dispute. The Arbitration Board may also adopt such other procedures that are designed to encourage an agreement between the parties, expedite the arbitration hearing process, or reduce the costs of the arbitration process.

At the conclusion of the arbitration hearings, the Arbitration Board shall direct each of the parties to submit, within such time limit as the Arbitration Board may establish, a last offer of settlement on each of the issues in dispute. The Arbitration Board shall decide each issue by majority vote by selecting whichever last offer of settlement on that issue it finds most nearly conforms with those factors traditionally taken into consideration in the determination of wages, hours, and other terms and conditions of public and private employment, including, but not limited to, changes in the average consumer price index for

goods and services, the wages, hours, and other terms and conditions of employment of other employees performing similar services, and the financial condition of the City of Monterey and its ability to meet the cost of the award.

After reaching a decision, the Arbitration Board shall mail or otherwise deliver a true copy of its decision to the parties. The decision of the Arbitration Board shall not be publicly disclosed and shall not be binding until ten (10) days after it is delivered to the parties. During that ten day period the parties may meet privately, attempt to resolve their differences, and by mutual agreement amend or modify any of the decisions of the Arbitration Board. At the conclusion of the ten (10) day period, which may be extended by mutual agreement between the parties, the decision of the Arbitration Board, incorporating any amendments or modifications agreed to by the parties, shall be publicly disclosed and shall be binding upon the parties. The City of Monterey and the recognized employee organization shall take whatever action is necessary to carry out and effectuate the final Arbitration Board award and incorporate any amendments or modifications agreed to by the parties as provided above.

The expenses of any arbitration convened pursuant to this article, including the fee for the services of the Chairperson of the Arbitration Board, shall be borne equally by the parties. All other expenses which the parties may incur individually are to be borne by the party incurring such expenses. (November 5, 2002 Election)

## ARTICLE 6. FISCAL ADMINISTRATION.

### Sec. 6.1 Fiscal Year.

The fiscal year of the City shall commence on the 1st day of July of each year, or at such other time as may be fixed by ordinance.

### Sec. 6.2 Annual Financial Audit.

The City shall employ a certified public accountant annually to investigate the accounts and transactions of all City officers and employees having the collection, custody or disbursement of public money or property, or the power to approve, allow or audit demands on the City treasury. As part of the annual audit, the money and securities in the City treasury shall be verified.

### Sec. 6.3 Budget.

Based upon the recommendation of the City Manager, the City Council shall adopt a budget estimating the revenues and expenditures of the City for the period covered.

### Sec. 6.4 Leases of City Property.

All leases of City property shall be at fair market rent as established by sound appraisal practices. All leases in excess of one (1) year shall contain a provision for the increase or reconsideration of rent at fair market value in accordance with accepted commercial lease practices.

### Sec. 6.5 Levy and Collection of Taxes.

The City Council shall have the power to levy and collect any tax that may be lawful to levy for municipal purposes including but not limited to assessments and taxes to retire bonded debt.

### Sec. 6.6 Neighborhood and Community Improvement Program.

a) Purpose: The purpose of the Neighborhood and Community Improvement Program is to insure that a minimum portion of the City's annual budget is expended to improve the residential neighborhoods of the City and to provide for capital projects of community-wide benefit.

b) Capital Projects Defined: Capital Projects include, but are not limited to, streets, storm drains, sewers, sidewalks, lighting, traffic control devices, landscaping and beautification, parks, recreational facilities and other public buildings. Capital Projects do not include ordinary services.

c) Annual Budget: As part of the annual budget, the City Council shall appropriate at least sixteen percent (16%) of the Transient Occupancy Tax estimated to be collected during the fiscal year to be expended on Neighborhood and Community Improvements. If the Council determines that there are insufficient funds available to provide for the ordinary and necessary services in any budget year, they may, by an affirmative vote of four (4) members of the City Council, reduce the amount to be appropriated for Neighborhood and Community Improvements.

d) Neighborhood Improvement Program Committee: The City Council shall appoint at least one (1) resident from each residential neighborhood to the Neighborhood Improvement Program Committee. The Committee shall recommend a list of capital improvements desired to be accomplished in each neighborhood. Recommendations may include multi-year projects and funding.

e) Council Action: From the recommendations of the Neighborhood Improvement Program Committee the Council shall include a Neighborhood Improvement Program in the annual budget. The determination of the projects, priorities and expenditures shall be within the sound discretion of the City Council.

## ARTICLE 7. PUBLIC LIBRARY.

**Sec. 7.1 Public Library and Board of Library Trustees.**

There shall be a Board of Library Trustees consisting of five (5) members to be appointed by the Council. Terms of Library Trustees shall be four (4) years. The terms shall be staggered.

The Board of Library Trustees shall have the following powers, duties, and responsibilities:

- (a) To select all books, magazines, periodicals, recordings, films, pictures, photographs, programs received through electronic media, documents, or any other cultural items for circulation from or study in the Monterey Public Library.
- (b) To make and enforce such bylaws, rules and regulations as it may deem necessary for the administration of the Monterey Public Library program.
- (c) To appoint and remove the Library Director who shall be the department head, and any such other library personnel as may be necessary for the operation of the library program.
- (d) To perform such additional duties and have such additional powers as may be prescribed by ordinance or resolution.

There shall be maintained a library trust fund which shall consist of the present library trust fund together with all gifts, devises or bequests received for the use of the library hereafter and all miscellaneous revenues of the library, except fines. Expenditures from said fund shall be made by the Council for such library purposes as are requested by the Library Board and as are in conformity with the conditions of any such gifts, devises, or bequests.

**ARTICLE 8.  
GENERAL PROVISIONS.**

**Sec 8.1 Visitor Accommodation Zone.**

There is hereby established a Visitor Accommodation Zone. No hotel, motel, bed and breakfast, or other overnight accommodation facilities, as more precisely defined in Appendix A shall be permitted except in said zone. Ancillary facilities such as conference and meeting rooms and recreational facilities for guests may be constructed on property adjacent to said VAF zone if the Zoning Ordinance permits said uses.

Appendix A entitled "Visitor Accommodation Facility (VAF) Zone" sets forth the development standards, uses and procedures for said zone and is hereby made a part of this Charter.

Appendix B, consisting of the following seven (7) zoning maps, designates those parcels which are zoned VAF: 1. Cannery Row; 2. Downtown; 3. Munras Avenue Area; 4. Aguajito Area; 5. Fremont; 6. Del Monte Avenue; 7. Highway 68. Appendix B is hereby made a part of this Charter. Said maps shall be as amended through November 4, 1986.

Visitor Accommodation Facilities shall not be developed on any parcel except those zoned VAF by Appendix B including parcels subsequently annexed to the City.

The Zoning Ordinance is hereby amended to delete Visitor Accommodation Facilities as a principal or conditional use on all other parcels.

The development standards and related matters may be amended, or additional parcels zoned VAF only by amendment of Appendices A and B of this Charter."

**APPENDIX A TO SECTION 8.1**

**ARTICLE 21 A.  
VISITOR ACCOMMODATION FACILITY (VAF) ZONE**

**Sec. 38-147A. Description and Purpose.**

A zone which establishes the requirements for development of visitor accommodation facilities in the City of Monterey. A visitor accommodation facility is defined as any building, portion of any building, or group of buildings in which there are guest rooms or suites, including housekeeping units, for transient guests where lodging with or without meals is provided in the Zoning Ordinance. Visitor accommodation facilities are those required to pay transient occupancy tax by Article 3, Chapter 35 of this code. Visitor accommodation facilities include limited-occupancy visitor accommodations as defined in Section 38-151A below. Visitor accommodation facilities include hotels, motels, bed and breakfast inns, and hostels.

**Sec. 38-148A. Principal Permitted Uses.**

- (a) None.

**Sec. 38-149A. Accessory Uses.**

(a) Commercial incidental uses to a visitor accommodation facility, such as sale of candy, magazines, sundries, and similar items; beauty and barber shops; recreation facilities to serve guests and employees; living accommodations for manager or caretaker; facilities for conferences and meetings; commercial restaurant businesses, clothes and cleaning pick-up agency; and related personal visitor sales and services when related to and developed as an incidental part of a visitor accommodation facility.

**Sec. 38-150A Conditional Uses.**

- (a) Visitor accommodation facilities as defined in Section 38-147A above.
- (b) Any conditions of an existing Use Permit or Special Permit shall remain in force.

**Sec. 38-151A. Property Development Standards.**

## (a) Hotels and Motels.

1. Visitor accommodation facilities shall contain not less than one thousand (1,000) square feet of site area per sleeping unit for one-story units, and eight hundred (800) square feet of site area per sleeping unit for structures of two (2) stories and over, provided, however, that the Planning Commission or City Council may, as a part of the Use Permit application, consider a density of up to six hundred (600) square feet of site area per sleeping unit for structures containing three (3) stories or more. The exception to these standards may be those standards which are specified in an adopted area or coastal plan in the City of Monterey.

## (b) Bed and Breakfast Inns (Limited-Occupancy Visitor Accommodation Facilities).

The following standards are adopted to establish minimum standards for approval of Limited-Occupancy Visitor Accommodation Facilities in residential areas (Planning Commission Resolution No. 83-05). Compliance by an applicant does not, in any manner, ensure approval, and each application will be judged on its individual merits by the Planning Commission based on the criteria set forth herein and in the Zoning Ordinance, and compatibility with the surrounding neighborhood.

1. Limited-Occupancy Visitor Accommodation Facilities are hereby defined as the conversion of single-family residences to country inns or bed and breakfast types of use, whereby limited numbers of visitors may obtain accommodations and a single meal upon the premises. Only existing single-family dwellings that present unique historical or architectural features shall be considered as limited-occupancy visitor accommodation facilities.
2. Minimum site area is one-half (1/2) acre.
3. The number of guest rooms shall be limited to one per five thousand (5,000) square feet of land area, provided, however, that in no event shall the number of permissible rental rooms exceed ten (10). This shall not include manager quarters or accommodations.
4. Off-street parking: one (1) per guest room, plus two (2) for the resident family. If over eight (8) rooms, add employee parking; if ten (10) rooms, add visitor parking.
5. The property owner shall occupy and manage the limited-occupancy visitor accommodation facility.
6. Breakfast to guests shall be the only meal and persons served.
7. No long term rental of rooms shall be permitted. The maximum stay for guests shall not exceed fourteen (14) days.
8. The Architectural Review Committee and the Site Plan Review Committee shall review the proposed limited-occupancy visitor accommodation facility prior to Planning Commission review, and their recommendations shall be considered by the Planning Commission in imposing Conditions of Approval on the project.
9. Signs: The maximum sign area shall not exceed four (4) square feet and shall be approved by the Architectural Review Committee. Wording such as "motel," "hotel," "motor hotel," "lodge," etc. will not be permitted. The establishment shall be referred to as an "INN." The sign may only be externally illuminated.
10. No cooking facilities shall be allowed in the guest rooms.
11. Applications shall be subject to a two-year (2 year) review period as established by the Planning Commission.
12. If the application becomes objectionable at any time, the application may be reopened for possible revocation.

## (c) Hostels.

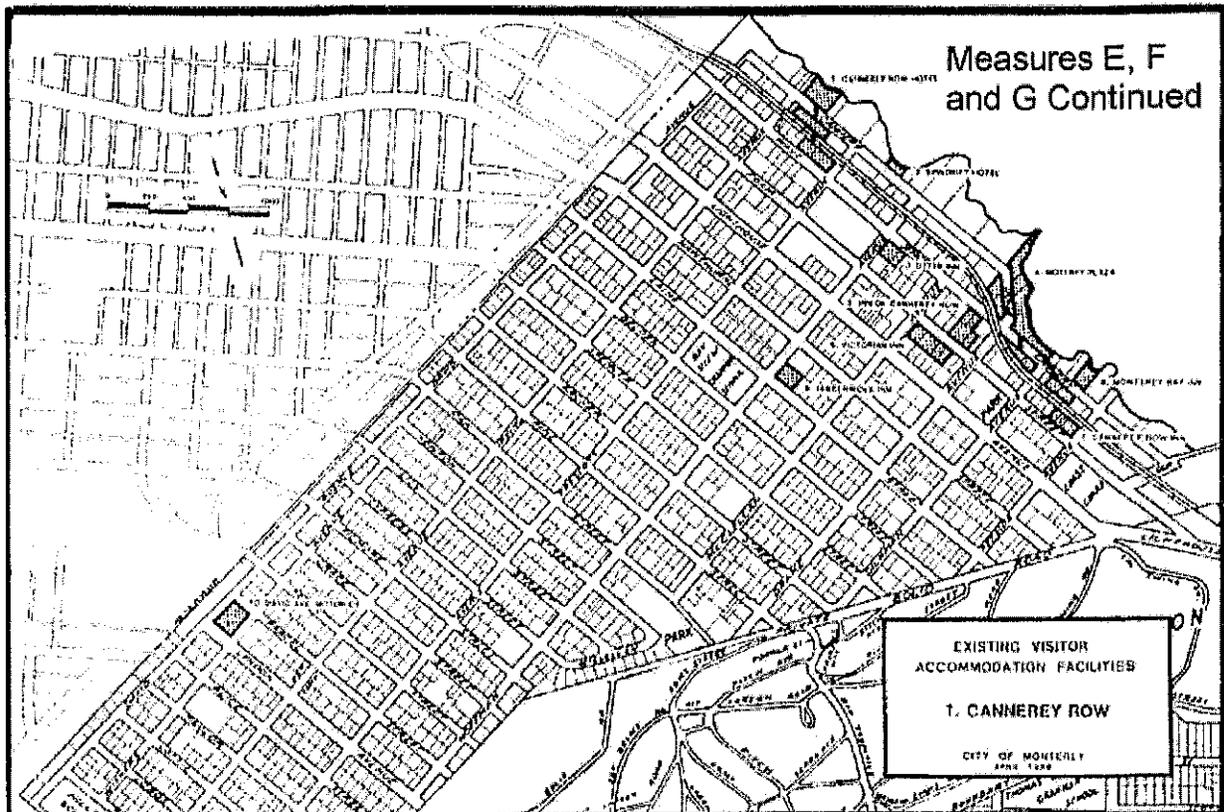
Hostel is defined as a visitor facility providing short-term, dormitory type, visitor accommodations. The City Council may, upon recommendation from the Planning Commission after a public hearing, by ordinance permit the construction, operation and maintenance of hostels operated by non-profit agencies on any parcel of the City not zoned for single-family residential use (R-1) or low density multifamily use (R-2).

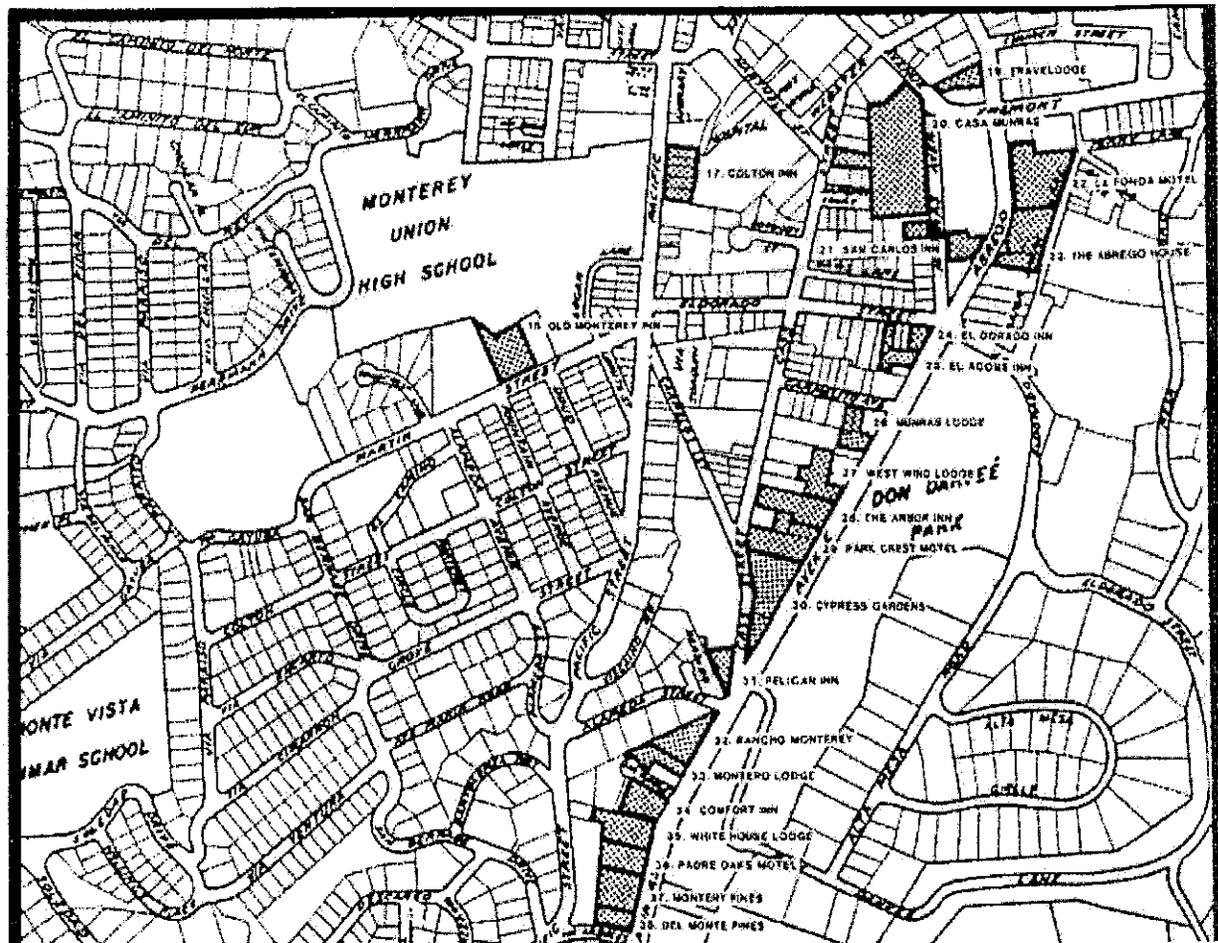
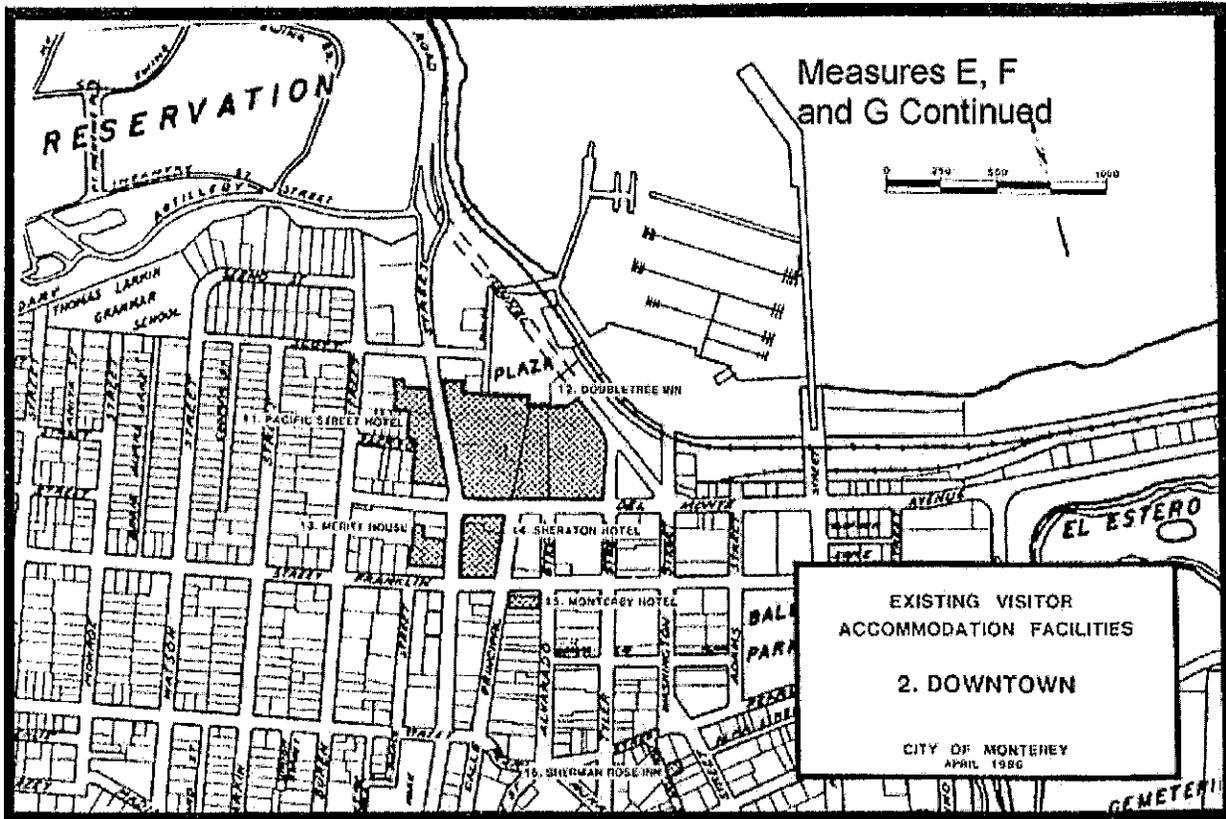
- (d) When computing the number of units permitted under the above provisions, all areas on the site to be devoted to non-visitor accommodation facility uses, such as restaurants, cocktail lounges, retail, and service stores, service stations, and similar uses, including related parking areas as required by this Chapter, shall be deducted from the gross site area.
- (e) The buildings shall not occupy, in the aggregate, more than thirty percent (30%) of the area of the lot.
- (f) All areas not used for access, parking, circulation, buildings, and services shall be completely and permanently landscaped, and the entire site maintained in good condition.

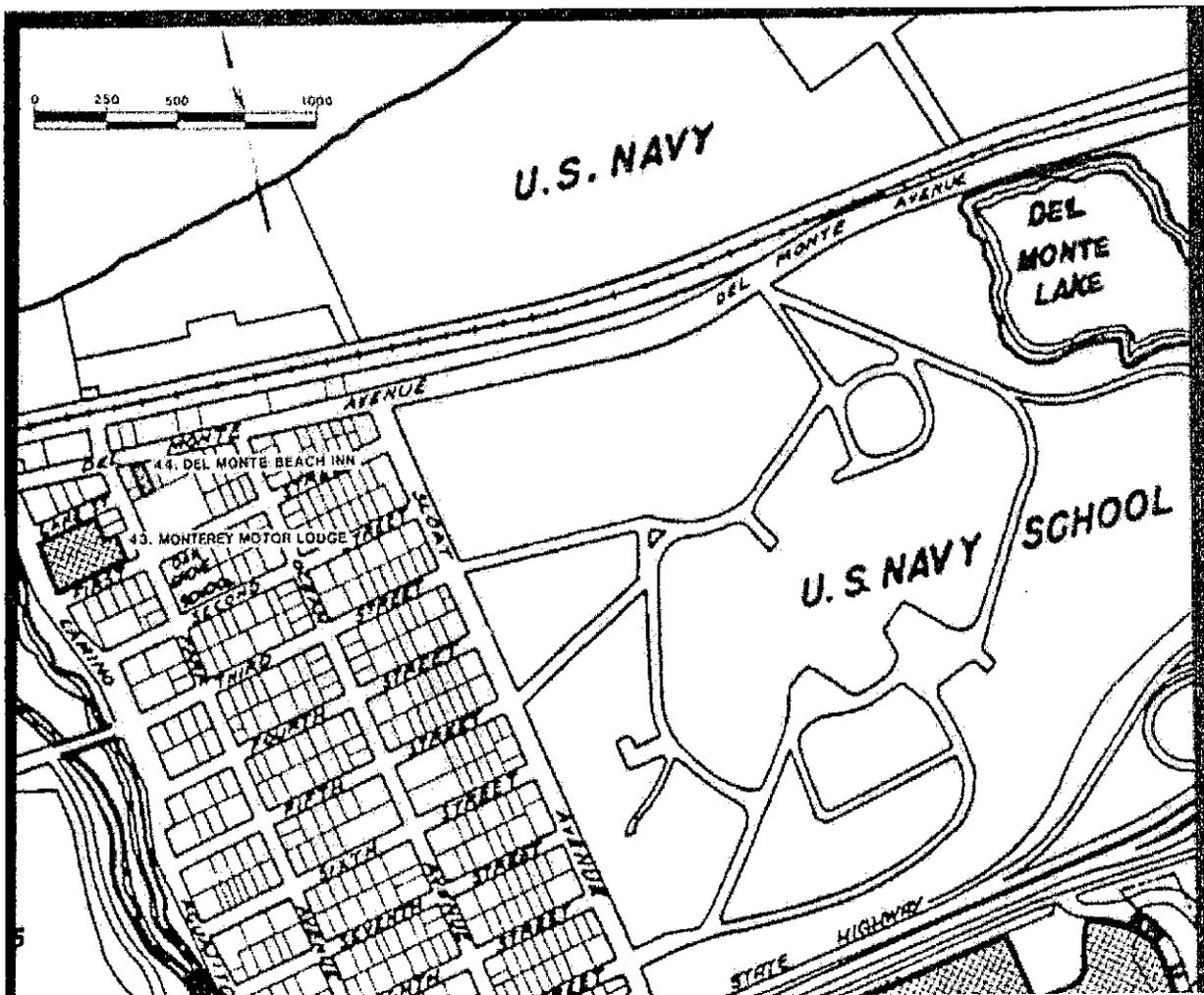
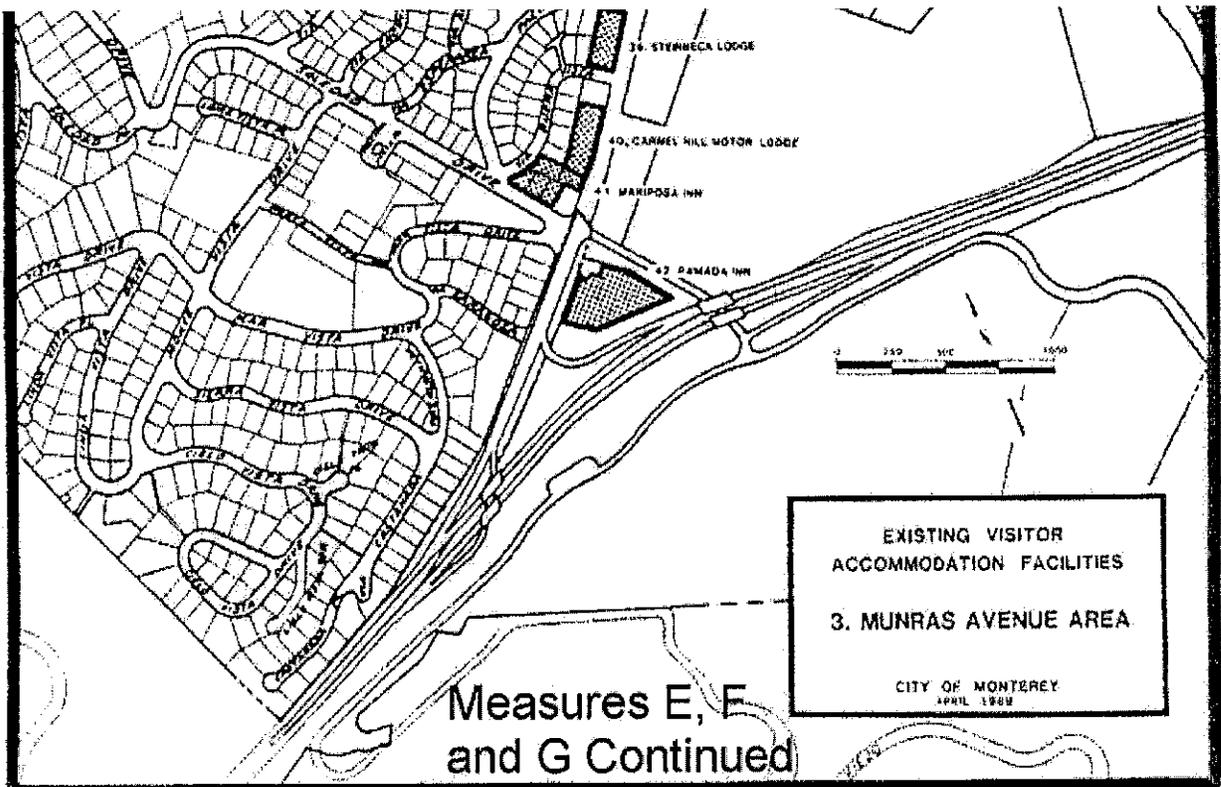
- (g) All buildings shall be located not less than ten (10) feet from all lot lines and shall respect all zoning district setback lines.
- (h) Off-street parking shall be provided as stipulated in the Zoning Ordinance. However, the Planning Commission may adjust the parking requirements whenever restaurants, bars and night clubs, auditoriums, ballrooms, theaters, assembly halls, or meeting rooms occur on the same site with visitor accommodation facility complexes. There shall be no reduction in the parking requirements for visitor accommodation facilities. The parking requirements of other uses outlined above shall not be adjusted more than fifty percent (50%). The Planning Commission may allow such reductions when it finds:
  1. That all required parking to be provided for all proposed uses will occupy the same parking facility.
  2. That the proposed uses and proposed parking facilities are to be located on the same site in one ownership.
  3. That if the proposed uses and proposed parking facilities are not to be located on the same site, that parking may be located on adjacent sites if in the same ownership.
- (i) Any visitor accommodation facility may be expanded, provided it meets the above development standards. Any existing facility which exceeds the above standards, and is substantially destroyed by fire, earthquake, or other natural disaster may be re-constructed substantially as it was prior to said destruction.
- (j) Accessory facilities on property zoned VAF may be added to visitor accommodation facilities with a Use Permit.
- (k) All proposals for structural remodeling, as defined in the Zoning Ordinance, shall be reviewed by the Planning Commission. Ordinary non-structural repairs, alterations, or maintenance shall be reviewed by the Architectural Review Committee. The procedures for said review, including the right of appeal, shall be the same as for a Use Permit.
- (l) Development Review Committee and Architectural Review Committee approval is required for all proposed visitor accommodation facility expansions.
- (m) All remodelings of existing visitor accommodation facilities and accessory uses appurtenant thereof which involves changes in exterior appearance shall be subject to review and approval by the Architectural Review Committee, including exterior landscaping changes."

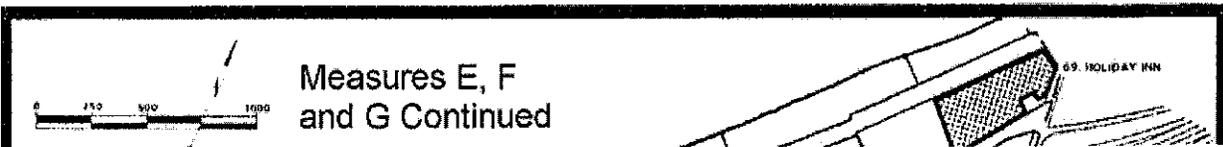
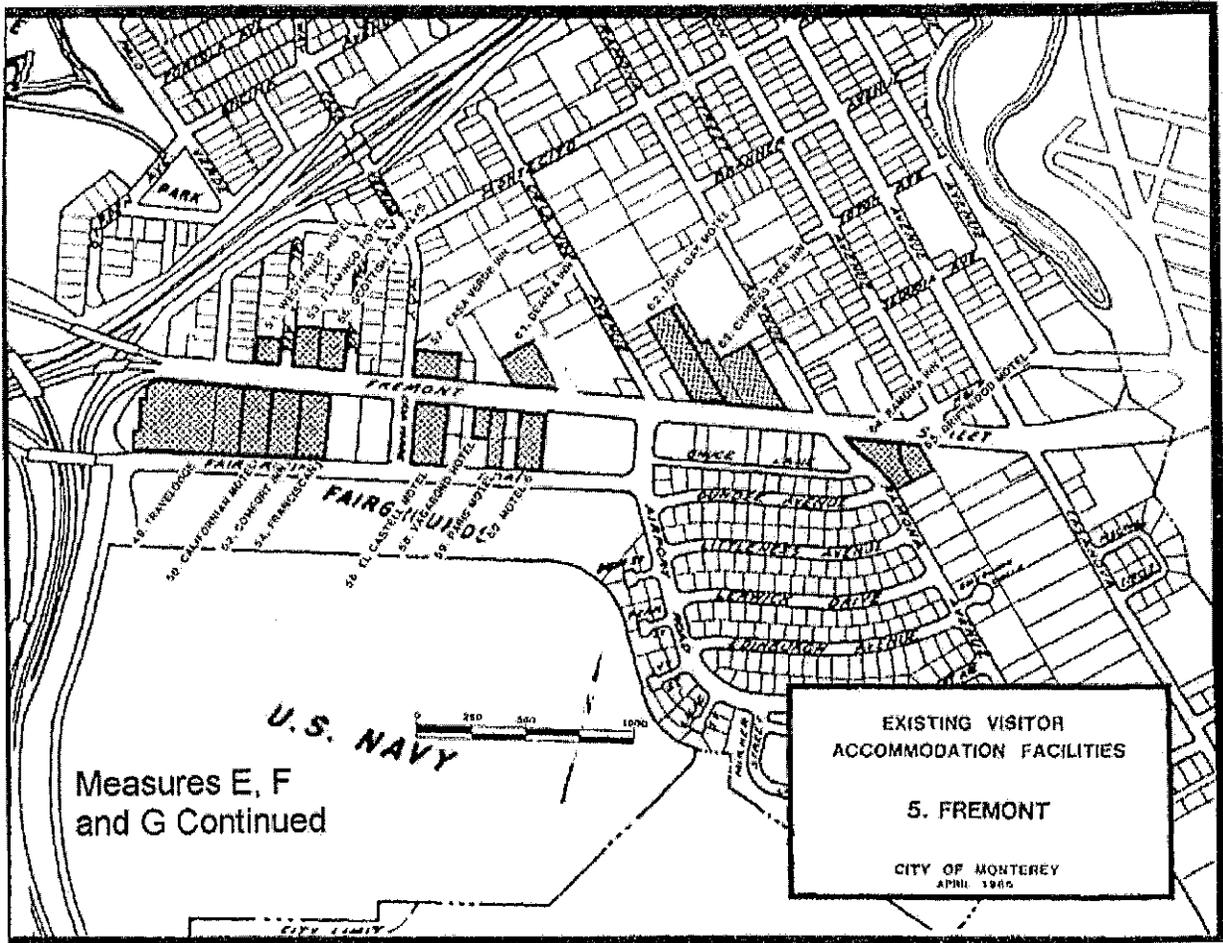
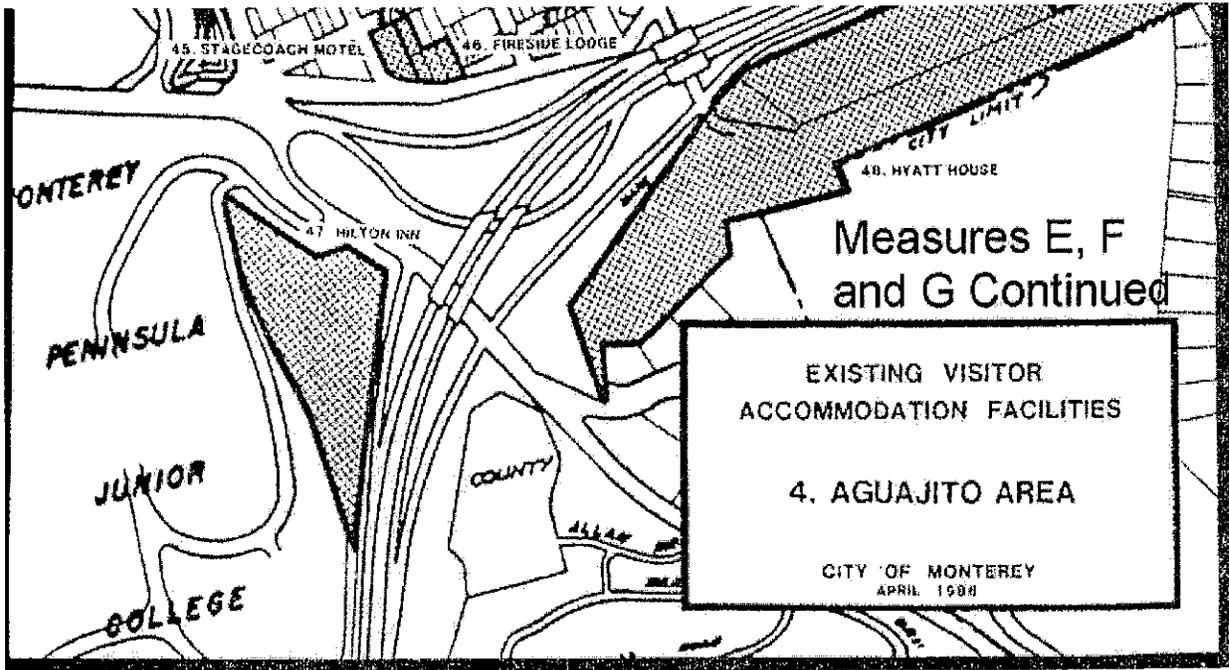
**APPENDIX B TO SECTION 8.1  
ZONING MAPS**

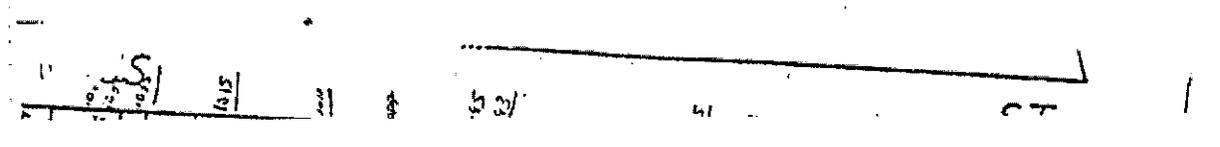
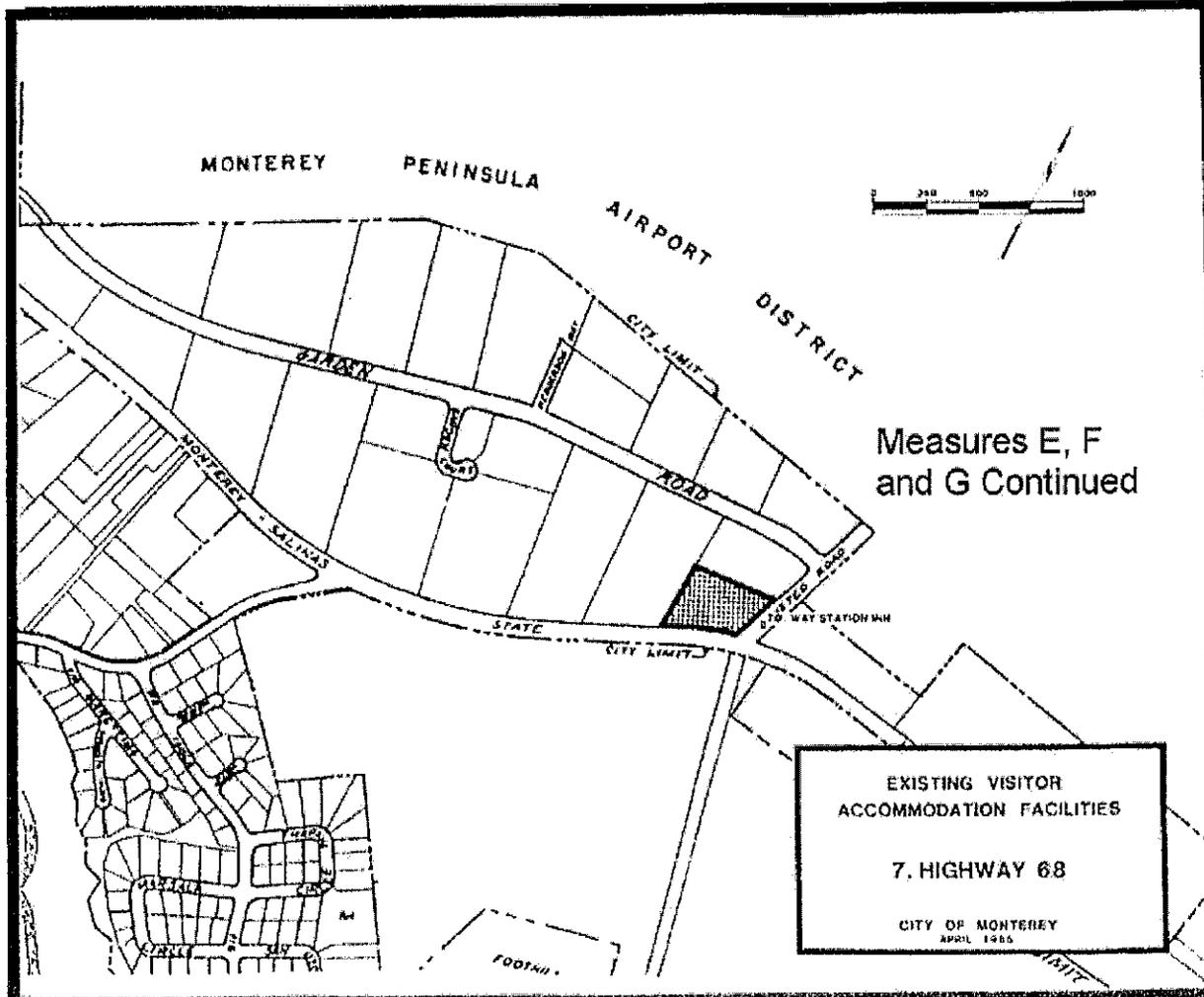
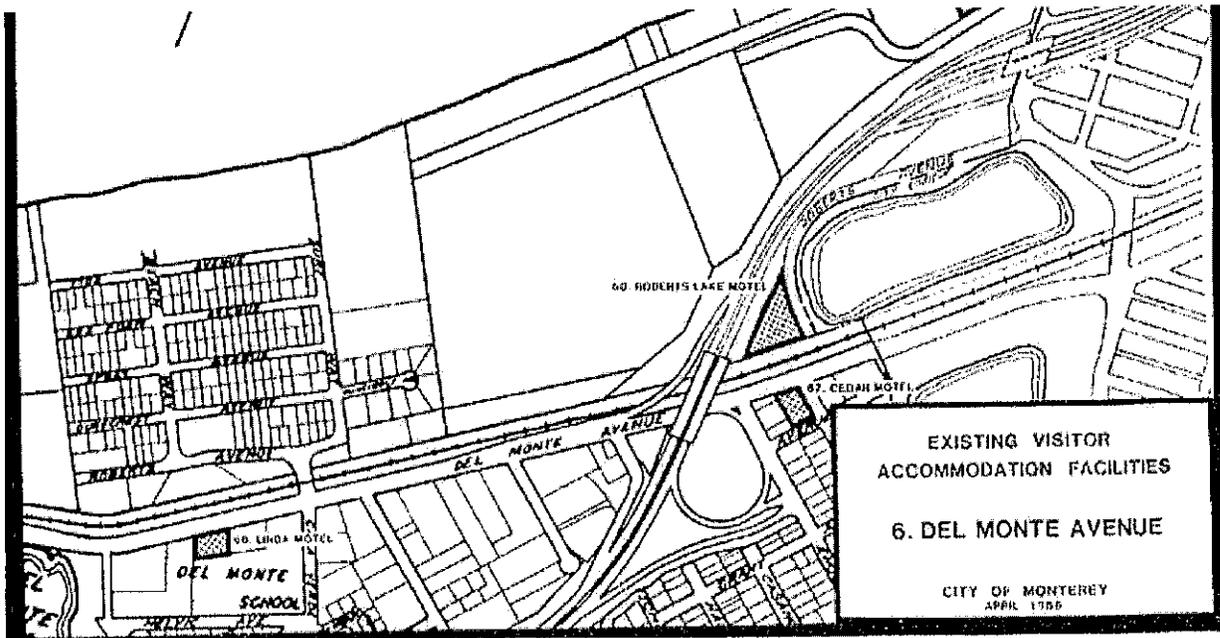
The Zoning Maps are too large and cumbersome to be printed as part of this Charter. Said certified maps, indicating the property zoned VAF, are on file in the offices of the City Clerk and are incorporated herein by reference as if fully set forth herein.

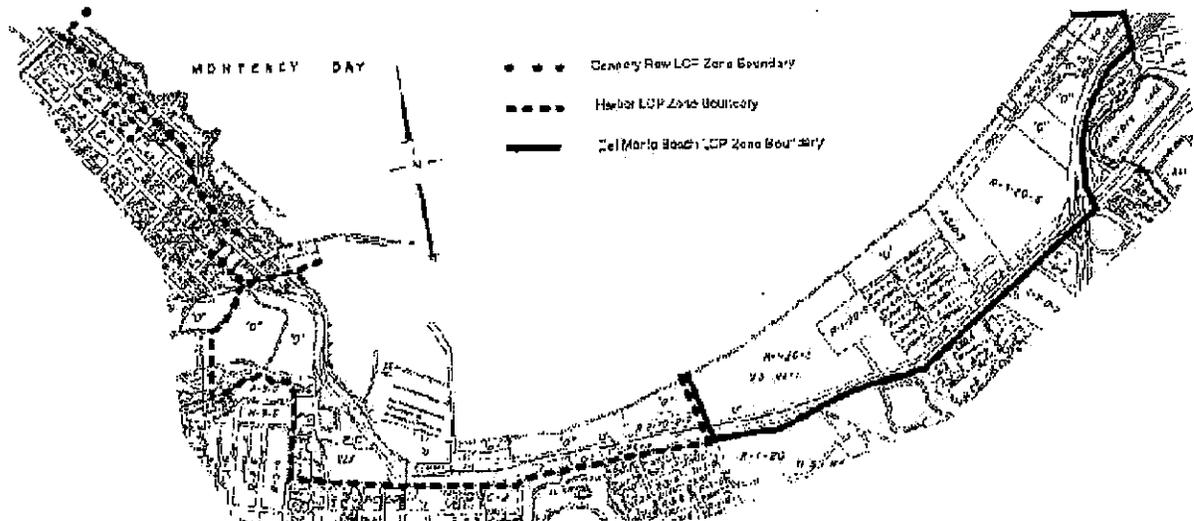
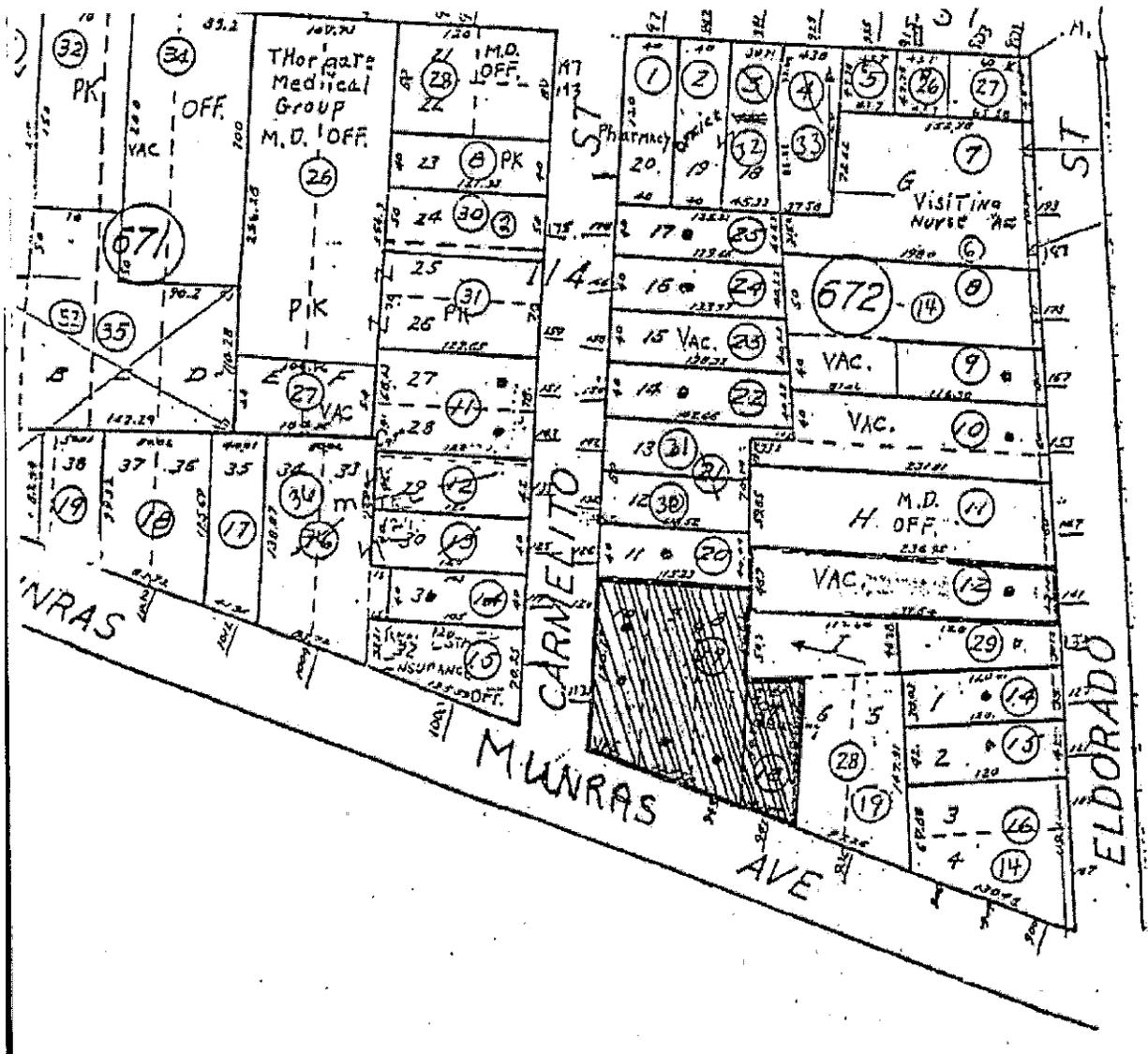














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**The Monterey City Code is current through Ordinance 3545, passed August 16, 2016.**

Disclaimer: The City Clerk's Office has the official version of the Monterey City Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

**I-SEARCH Monterey**

(<http://www.isearchmonterey.org/>)

City Website: <http://www.monterey.org/>

(<http://www.monterey.org/>)

City Telephone: (831) 646-3935

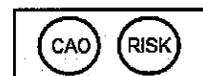
Code Publishing Company (<http://www.codepublishing.com/>)

**PEACE OFFICERS APPROVALS (CONTINUED)**

By: Hans Uslar  
Dave Hober, Police Chief  
City of Monterey Police Department

Date: 09/27/2016

Hans Uslar  
Assistant City Manager



**RESOLUTION NO. 16-055**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN  
AMENDMENT NO. 1 TO THE MONTEREY COUNTY BEHAVIORAL HEALTH  
CRISIS NEGOTIATION TEAM INTER-AGENCY AGREEMENT**

**WHEREAS**, AMENDMENT NO. 1 is made to the INTER-AGENCY AGREEMENT establishing the duties and responsibilities for the Monterey County Behavioral Health Negotiation Crisis Team, ("BHCNT") and separate law enforcement entities within Monterey County, including the City of Pacific Grove Police Department; and

**WHEREAS**, BHCNT and the City of Pacific Grove Police Department wish to amend the Agreement to revise the Exhibit A – Duties and Responsibilities to add the Mobile Crisis Team Program, and to incorporate the City of Gonzales Police Department to be part of the Agreement as one of the separate law enforcement entities; 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 Amendment No.1.

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

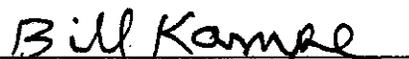
**PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE**  
This 7<sup>th</sup> day of December 2016, by the following vote:

AYES: Mayor Kampe, Councilmembers Cuneo, Fischer, Garfield, Huitt, Peake and Smith.

NOES: None.

ABSENT: None.

APPROVED:

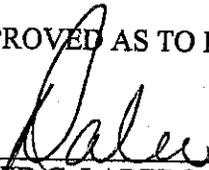
  
BILL KAMPE, Mayor

ATTEST:



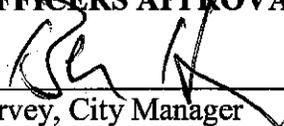
SANDRA KANDELL, City Clerk

APPROVED AS TO FORM:



DAVID C. LAREDO, City Attorney

**PEACE OFFICERS APPROVALS (CONTINUED)**

By:  Date: 12/19/16  
Ben Harvey, City Manager  
On behalf of City of Pacific Grove

**RESOLUTION NO. 21108 (N.C.S.)**

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

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

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

WHEREAS, the Police Chief entered into the Monterey County Behavioral Health Crisis Negotiation Team Inter-Agency Agreement on March 27, 2013, to make available on-call mental health professionals to assist local law enforcement with such crisis situations; and

WHEREAS, the Monterey County Health Department has created the Mobile Crisis Team to better and more quickly provide support services to law enforcement agencies participating in the inter-agency agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF SALINAS the amended Monterey County Behavioral Health Crisis Negotiation Team Inter-Agency Agreement is hereby approved and that the Police Chief is authorized to enter into the amended agreement on behalf of the City.

PASSED AND APPROVED this 10<sup>th</sup> of January, 2017 by the following vote:

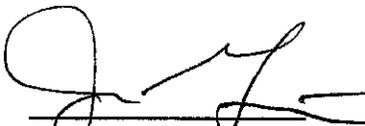
**AYES:** Councilmembers: Barrera, Davis, De La Rosa, McShane, Villegas and Mayor Gunter

**NOES:** None

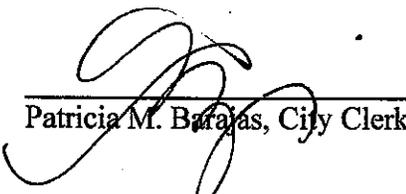
**ABSTAIN:** None

**ABSENT:** Councilmember Craig

**APPROVED:**

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

**ATTEST:**

  
\_\_\_\_\_  
Patricia M. Barajas, City Clerk

This is to certify that the foregoing is a full, true, and correct copy of Resolution No. 21108 (N.C.S.) as regularly adopted by the Salinas City Council on 1/10/17, as appears of record in my office.

Dated 1/12/17 City Clerk 

**PEACE OFFICERS APPROVALS (CONTINUED)**

By: Adele Fresé Date: 1/11/17  
Adele Fresé, Police Chief  
City of Salinas Police Department

**CITY OF SAND CITY**

**RESOLUTION SC 16-82, 2016**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAND CITY  
APPROVING THE AMENDMENT TO THE INTERAGENCY AGREEMENT WITH THE  
MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH CRISIS  
NEGOTIATION TEAM AND AUTHORIZING THE POLICE CHIEF THE EXECUTE THE  
AMENDMENT**

**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**, on February 15, 2011, the City Council of the City of Sand City approved and authorized the Sand City Police Department to enter into execution of an interagency agreement with the Monterey County Health Department, Behavioral Health Crisis Negotiation Team; and

**WHEREAS**, the purpose of this agreement, which was reached with 13 other Monterey County law enforcement agencies and municipalities, was to provide supportive services to peace officers when faced with a crisis situation involving individuals with mental illness beyond a police officer's skill set; and

**WHEREAS**, under the new Amendment to the Agreement, Monterey County Behavioral Health has added the Mobile Crisis Team (MCT), edited the Behavioral Health Crisis Negotiation Team (BHCNT) program section for aesthetics and consistency with the additional Mobile Crisis Team, added a "Confidentiality" paragraph to address any concerns regarding patient health information, and incorporated the City of Gonzales Police Department as part of the "Peace Officers" of the full Agreement; and

**WHEREAS**, the objective of the new *Mobile Crisis Team (MCT)* is to provide increased availability of *Mobile Crisis Intervention Specialists (MCIS)* who are located in one of the three regions: the Monterey Peninsula, Salinas or South Monterey County; and

**WHEREAS**, the MCT Program was also developed with the goal of avoiding involuntary psychiatric hospitalization, whenever appropriate, by providing alternative treatment resources such as consultation, crisis intervention, and referral to a treatment or voluntary psychiatric facility.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of Sand City that the Chief of Police is hereby authorized to execute an amendment to the interagency Agreement with the Monterey County Health Department and Peace Officers of participating cities, attached hereto as Exhibit A.

**PASSED AND ADOPTED**, at a regular meeting of the City Council of the City of Sand City, this 4<sup>th</sup> day of October, 2016 by the following votes:

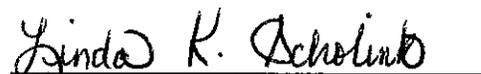
Sand City Resolution SC 16-82, 2016

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

APPROVED:

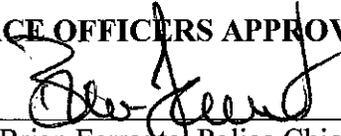
  
David K. Pendergrass, Mayor

ATTEST:

  
Linda K. Scholink, City Clerk

**PEACE OFFICERS APPROVALS (CONTINUED)**

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

  
Brian Ferrante, Police Chief  
Sand City Police Department

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



**RESOLUTION NO. 16-117**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE**

**AUTHORIZING AMENDMENT NUMBER ONE TO AN AGREEMENT BETWEEN  
THE CITY OF SEASIDE AND THE MONTEREY COUNTY DEPARTMENT OF  
HEALTH, BEHAVIORAL HEALTH BUREAU FOR BEHAVIORAL HEALTH CRISIS  
NEGOTIATION TEAM SERVICES**

**WHEREAS,** On March 3, 2013 the City of Seaside City Council approved Resolution No. 2013-17, authorizing the Seaside City Manager to enter into an agreement between the City of Seaside and the Monterey County Department of Health Behavioral Health Bureau, for Behavioral Health Crisis Negotiation Team Services.

**WHEREAS,** The participating agencies were comprised of the Monterey County Department of Health Behavioral Health Bureau and law enforcement agencies comprised of the Monterey County Sheriff's Office, the California State University Monterey Bay Police Department, the City of Carmel-by-the-Sea Police Department, the City of Greenfield Police Department, the King City Police Department, the City of Marina Police Department, the City of Monterey Police Department, the City of Pacific Grove Police Department, the City of Salinas Police Department, the Sand City Police Department, the City of Soledad Police Department, and the City of Seaside Police Department.

**WHEREAS,** In 2014, the County of Monterey Behavioral Health Bureau was awarded a grant to establish a Mobile Crisis Team Program, increasing access and capacity for community based mental health crisis services and is designed to serve children, adults and families experiencing a psychiatric crisis who are at risk of hospital, emergency room, or law enforcement intervention.

**WHEREAS,** The program has been established, staffed and trained and Mobile Crisis Teams are now dispatched through the County Emergency Communications Center at law enforcement's request. .

**NOW THEREFORE BE IT RESOLVED,** that the City Council approves amendment Number 1 formally adding the Mobile Crisis Team Program to the existing Agreement, and incorporates the City of Gonzales Police Department to be part of the Agreement as one of the separate entities known as PEACE OFFICERS and except as noted in EXHIBIT A-1, all remaining terms, conditions and provisions of the Agreement approved by Seaside Resolution 2013-17 are unchanged and unaffected by this Amendment, and shall remain in full force and effect as set forth in the Agreement approved by Seaside Resolution 2013-17.

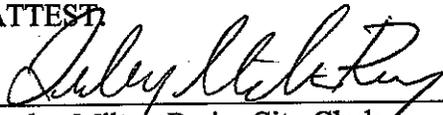
**PASSED AND APPROVED** at a Regular Meeting of the City Council of the City of Seaside held on the 1st day of December 2016 by the following vote:

AYES: 5 COUNCIL MEMBERS  
NOES: 0 COUNCIL MEMBERS  
ABSENT: 0 COUNCIL MEMBERS  
ABSTAIN: 0 COUNCIL MEMBERS

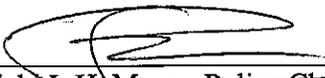
Alexander, Campbell, Oglesby, Pacheco, Rubio  
None  
None  
None

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

ATTEST

  
\_\_\_\_\_  
Lesley Milton-Rerig, City Clerk

**PEACE OFFICERS APPROVALS (CONTINUED)**

By:  Date: 12/2/16

~~Vicki L. H. Myers, Police Chief~~  
City of Seaside Police Department

*Craig Mahn, City Manager*

**RESOLUTION NO. 5155**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING THE AMENDMENT TO THE INTERAGENCY AGREEMENT WITH THE MONTEREY COUNTY HEALTH DEPARTMENT, BEHAVIORAL HEALTH CRISIS NEGOTIATION TEAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT**

**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**, on November 7, 2012, the City Council of the City of Soledad approved and authorized the Soledad Police Department to enter into execution of an interagency agreement with the Monterey County Health Department, Behavioral Health Crisis Negotiation Team; and

**WHEREAS**, the purpose of this agreement, which was reached with 13 other Monterey County law enforcement agencies and municipalities, was to provide supportive services to peace officers when faced with a crisis situation involving individuals with mental illness beyond a police officer's skill set; and

**WHEREAS**, under the new Amendment to the Agreement, Monterey County Behavioral Health has added the Mobile Crisis Team (MCT), edited the Behavioral Health Crisis Negotiation Team (BHCNT) program section for aesthetics and consistency with the additional Mobile Crisis Team, added a "Confidentiality" paragraph to address any concerns regarding patient health information, and incorporated the City of Gonzales Police Department as part of the "Peace Officers" of the full Agreement; and

**WHEREAS**, the objective of the new *Mobile Crisis Team* (MCT) is to provide increased availability of *Mobile Crisis Intervention Specialists* (MCIS) who are located in one of the three regions: the Monterey Peninsula, Salinas or South Monterey County; and

**WHEREAS**, the MCT Program was also developed with the goal of avoiding involuntary psychiatric hospitalization, whenever appropriate, by providing alternative treatment resources such as consultation, crisis intervention, and referral to a treatment or voluntary psychiatric facility.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the City Council of the City of Soledad that Chief of Police is hereby authorized to execute an amendment to the interagency Agreement with the Monterey County Health Department and Peace Officers of participating cities, attached hereto as Exhibit A, is hereby approved and the City Manager is authorized and directed to execute the same on behalf of the City of Soledad.

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

NOES, Councilmembers: None

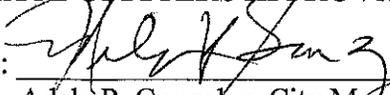
ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: Richard J. Perez

  
\_\_\_\_\_  
FRED J. LEDESMA, Mayor

ATTEST:   
\_\_\_\_\_  
ADELA P. GONZALEZ, City Clerk

**PEACE OFFICERS APPROVALS (CONTINUED)**

By:  Date: 3-14-2016  
Adela P. Gonzalez, City Manager  
City of Soledad Police Department

## **EXHIBIT A -1: DUTIES AND RESPONSIBILITIES**

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

### **I. CRISIS NEGOTIATION TEAM (CNT) PROGRAM**

The CNT program, as part of the BHCNT, will partner with and provide supportive services to the Hostage Negotiation Team (“hereinafter referred to as “HNT”) 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, supportive suggestions, background information, information on community resources/referrals, and collaboration to collect needed intelligence for the individual(s) in crisis.

#### **A. FOR THE PURPOSE OF THE CNT PROGRAM, HEALTH AGREES TO:**

1. Assign at least one licensed (clinician) on-call BHCNT member, as recommended by BHCNT and accepted by the 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 0800-1700 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 the BHCNT Coordinator.
  - 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 BHCNT Coordinator to inform them of the crisis situation. At this time, the Coordinator can choose to assist the standby staff member during the crisis situation or designate another BHCNT member to respond. The standby BHCNT member will also keep the Coordinator 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 OFFICERS 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 OFFICERS 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, time-line, 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 OFFICERS) 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 OFFICERS with data collection or collateral contacts out of the primary negotiation area.
12. Respond to a crisis situation (as requested by PEACE OFFICERS) via telephone within fifteen (15) minutes.
13. Respond to a call-out situation (as requested by PEACE OFFICERS) 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 OFFICERS' 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 documentation as required by the Mental Health Services Act.

#### **B. FOR THE PURPOSE OF THE CNT PROGRAM 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 HEALTH 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.

#### **II. MOBILE CRISIS TEAM (MCT) PROGRAM**

The MCT program, as part of the BHCNT program, will partner with the named police departments to provide services that will respond to 911 requests involving an individual experiencing a psychiatric or emotional crisis. The MCT program will operate with the goal of avoiding the use of involuntary psychiatric hospitalization, whenever appropriate, by providing alternative treatment resources, which may include consultation, crisis intervention, and referral to a brief treatment and/or diversion to other voluntary psychiatric

services available. A mental health professional will be assigned to a designated jurisdiction: Monterey Peninsula, Salinas or South Monterey County.

**A. FOR THE PURPOSE OF THE MCT PROGRAM, HEALTH AGREES TO:**

1. Assign a mental health licensed OR licensed eligible clinician known as Mobile Crisis Intervention Specialist (hereinafter referred to as "MCIS") to a designated PEACE OFFICER jurisdiction site.
  - a. The MCT program will generally operate from Wednesday through Saturday, during the hours of 1230 to 2200 hours in addition to alternating Tuesdays from 1330 to 2200 hours.
  - b. If a MCIS is not available for their shift due to illness or planned leave, the MCT for that particular jurisdiction will not be in service during that time period.
  - c. For any MCIS Staff assigned to a PEACE OFFICER site, the County will provide office furniture and supplies; IT equipment and IT support if necessary, in order to appropriately equip the MCIS with the appropriate furniture, supplies and equipment necessary to conduct County business. In the event of termination of services, the County will retrieve all County-owned equipment, furniture and supplies.
2. The MCIS will primarily respond to dispatched calls for service requested by PEACE OFFICERS. They may also respond to calls as requested by PEACE OFFICERS through direct contact or when contacted by PEACE OFFICERS by Monterey County phone, however, the MCIS will inform Dispatch of their service response before or while on scene.
3. The MCIS will travel and respond to calls using a designated HEALTH MCT Vehicle and conduct outreach work with known individuals who may be in need of crisis intervention and/or a referral to other community services.
4. If the MCIS determines the individual in crisis meets the California Welfare and Institutions Code Section 5150 for an involuntary psychiatric hold, the MCIS on duty will complete the 5150 documentation, as needed.
5. If there is a disagreement between the responding PEACE OFFICER and the MCIS regarding whether the individual meets criteria for an involuntary psychiatric hold, the MCT Supervisor or designee will be contacted for consultation. The MCT Supervisor or designee will be available by phone throughout the MCIS shift for consultation and support.
6. If an individual is placed on an involuntary psychiatric hold by either the MCIS or the responding PEACE OFFICER, the individual will be transported by PEACE OFFICER or by ambulance.
7. Individuals not meeting criteria for an involuntary psychiatric hold, and who have been evaluated by the MCIS may be transported in the MCT Vehicle to voluntary alternative locations if deemed appropriate based on MCIS' clinical judgment.
8. The MCIS and responding PEACE OFFICERS will report any issue of concern or complexity directly to their respective supervisors as needed. It is expected that the MCIS and responding PEACE OFFICERS will work collaboratively and generally work together to address day-to-day issues. The MCT Supervisor or designee will be available by phone throughout the MCT shift for consultation.
9. The MCIS will share with responding PEACE OFFICERS, where applicable,

protected health information on the individual being served by a crisis intervention service, consistent with all applicable health privacy laws.

10. The MCIS will enter each call for MCT service into HEALTH's Electronic Health Record System to track the number of calls and outcomes to quantify and measure program success.

**B. FOR THE PURPOSE OF THE MCT PROGRAM, MONTEREY COUNTY PEACE OFFICERS' ENTITIES AGREE TO:**

1. Assume primary responsibility for site control.
2. Determine whether phone consultation or on-site consultation is needed from the MCIS.
3. Coordinate training exercises with MCIS to ensure proper collaboration when needed during a crisis situation.
4. Collaborate with the MCIS on-call members by participating in trainings and meetings to ensure proper understanding of roles and responsibilities during crisis situations.
5. Provide office and/or meeting space and any equipment necessary (other than the equipment provided by County in Section 2. A(c) of this Exhibit) for the implementation of services provided by the MCIS. In the event of termination of services, the PEACE OFFICERS acknowledge the County will retrieve all County-owned equipment, furniture, and supplies.

**III. CONFIDENTIALITY**

All HEALTH staff is subject to all rules of confidentiality set forth in all applicable health privacy laws, which apply to the provision of mental health services by the BHCNT and MCT programs. The minimum amount necessary of confidential mental health information will be shared for the sole purpose of preventing or causing harm and/or injury to others or to themselves. For all other purposes, without express written permission of the individual, PEACE OFFICERS may not have access to any confidential mental health information as held by the BHCNT and MCT programs. Any confidential mental health information PEACE OFFICERS may receive, by written and/or oral transmission, may not be re-disclosed, in any format at any time.