

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

**AMENDMENT NO. 1 TO AGREEMENT A-13043
BEHAVIORAL HEALTH CRISIS NEGOTIATION TEAM
INTER-AGENCY AGREEMENT**

Among the following agencies:

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

And

**PEACE OFFICERS
listed as follows:**

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

**AMENDMENT NO. 1 TO INTER-AGREEMENT A-13043
BETWEEN THE COUNTY OF MONTEREY
AND PEACE OFFICERS**

This **AMENDMENT NO. 1** is made to the INTER-AGENCY AGREEMENT A-13043 (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 Program, and to incorporate the City of Gonzales Police Department to be part of the AGREEMENT as one of the separate entities known as PEACE OFFICERS.

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 ("Effective Date").
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 A-13043 executed by the COUNTY on May 14, 2013.

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



COUNTY OF MONTEREY HEALTH DEPARTMENT

Elsa Jimenez, Director of Health

Administration
Behavioral Health

Clinic Services
Emergency Medical Services
Environmental Health/Animal Services

Public Health
Public Administrator/Public Guardian

April 6, 2017

Michael McHatten, City Manager
City of Soledad
P.O. Box 156
Soledad, CA 93960

**SUBJECT: MONTEREY COUNTY BEHAVIORAL HEALTH CRISIS NEGOTIATION
TEAM (BHCNT) INTER-AGENCY AGREEMENT – AMENDMENT NO. 1**

Dear Mr. McHatten:

Enclosed is a fully signed copy (with your City's original signature) of the Monterey County Behavioral Health Crisis Negotiation Team (BHCNT) Inter-Agency Agreement Amendment No. 1 for the City of Soledad's records. The Board of Supervisors approved Amendment No. 1 to the BHCNT Inter-Agency Agreement on March 14, 2017; approved Board Order is enclosed.

The BHCNT Inter-Agency Agreement Amendment No. 1 added the "Mobile Crisis Team," the "City of Gonzales," and a "Confidentiality Mental Health provision" clause.

We look forward to working with each of the participating Cities in Monterey County, the California State University Monterey Bay, and the Monterey County Sheriff's Office towards crisis negotiations and interventions in our communities.

If you have any program related questions contact Melanie Rhodes, Behavioral Health Services Manager II, at 831-796-1742 or email at RhodesM@co.monterey.ca.us. If you have any contract related questions contact me at 831-755-8986 or e-mail at RodriguezG@co.monterey.ca.us.

Sincerely,

Gloria Rodriguez
Management Analyst II

/gr

Enclosures: Fully Signed BHCNT Inter-Agency Agreement Amendment No. 1
Approved Board Order for BHCNT Inter-Agency Agreement Amendment No. 1
cc: Melanie Rhodes, BHSM II

Amie Miller, MFT, Psy D., Director of Behavioral Health
1270 Natividad Road, Salinas CA 93906 (831) 755-4509



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-13486

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

Approved and authorized the Director of Health or Assistant Director of Health and the Sheriff to execute Amendment No. 1 to the Monterey County Behavioral Health Crisis Negotiation Team Inter-Agency Agreement with the California State University Monterey Bay, Cities of Carmel, Gonzales, Greenfield, King City, Marina, Monterey, Pacific Grove, Salinas, Sand City, Seaside, and Soledad, adding the Mobile Crisis Team program and the City of Gonzales to the Inter-Agency Agreement for the provision of mental health supportive services to Peace Officers when intervening with individuals during a crisis situation.

PASSED AND ADOPTED on this 14th day of March 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting on March 14, 2017.

Dated: March 31, 2017
File ID: A 17-049

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

By  Deputy

**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.

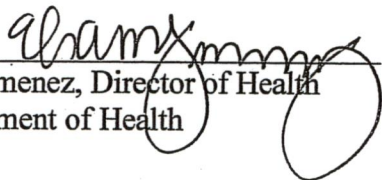
NOW THEREFORE, the COUNTY and PEACE OFFICERS hereby agree to amend the AGREEMENT as follows:

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.

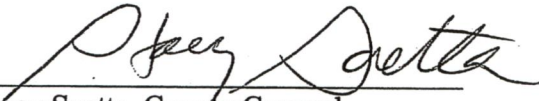
(The remainder of this page is intentionally left blank.)

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: 04/03/2018
Elsa Jimenez, Director of Health
Department of Health

APPROVED AS TO LEGAL FORM:

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

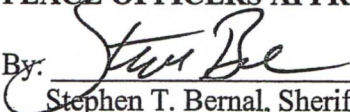
APPROVED AS TO FISCAL PROVISIONS:

By: 
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: 9/26/16

PEACE OFFICERS APPROVALS (CONTINUED)

By: _____

Earl Lawson, Police Chief
California State University Monterey Bay

Date: _____

12-21-16

Reynola Carlisle

for Arthur J. Evjen
Director
Business and Support Services



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.

BYR



EXHIBIT A -1: DUTIES AND RESPONSIBILITIES

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.

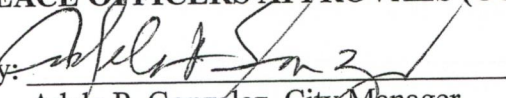
CONFIDENTIALITY

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.

PEACE OFFICERS APPROVALS (CONTINUED)

By: _____ Date: _____
Brian Ferrante, Police Chief
Sand City Police Department

PEACE OFFICERS APPROVALS (CONTINUED)

By: 
Adela P. Gonzalez, City Manager
City of Soledad Police Department

Date: 3-14-2016