



AMENDED AGENDA

CITY OF SEASIDE
CITY COUNCIL

REGULAR MEETING
Council Chamber
440 Harcourt Avenue
Thursday, December 1, 2016
7:00 PM

PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING

1. **CALL TO ORDER**

2. **ROLL CALL – ESTABLISHMENT OF QUORUM**

Ralph Rubio	Mayor
Ian N. Oglesby	Mayor Pro Tem
Dennis J. Alexander	Council Member
Jason Campbell	Council Member
David R. Pacheco	Council Member

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

4. **REVIEW OF AGENDA**

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

5. **PUBLIC COMMENTS**

Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three minutes. Public Comments on specific agenda items are heard under that item. Members of the public wishing to comment on presentation items, please make your comments now. For the public record, please state your name.

6. **PUBLIC AGENCY COMMUNICATIONS**

This is a time specifically set aside for representatives of public agencies to make brief comments of general interest to the City Council and the community.

7. **PRESENTATIONS**

A. **PRESENTATION OF THE OCTOBER 2016 HOUSE OF THE MONTH AWARD**

PURPOSE: The purpose of this item is to recognize Rose Marie Stanley, owner of 1723 San Pablo Avenue for beautifying and maintaining their property.

RECOMMENDATION: It is recommended that the Mayor present Rose Marie Stanley the October 2016 House of the Month award.

B. PRESENTATION OF THE NOVEMBER 2016 HOUSE OF THE MONTH AWARD

PURPOSE: The purpose of this item is to recognize Kimber and Stacey Johnson, owner of 13 Harrow Court for beautifying and maintaining their property.

RECOMMENDATION: It is recommended that the Mayor present Kimber and Stacey Johnson the November 2016 House of the Month award.

C. PRESENTATION OF THE 2016 BUSINESS OF THE THIRD QUARTER AWARD

PURPOSE: To recognize Monterey Peninsula Volunteer Services Inc, owners of the Monterey Peninsula Volunteer Services Benefit Shop building located at 655 Broadway Avenue for upgrading, beautifying and maintaining the building and property.

RECOMMENDATION: It is recommended that the Mayor present the 2016 Business of the First Quarter Award to Monterey Peninsula Volunteer Services Inc, owners of the Monterey Peninsula Volunteer Services Benefit Shop located at 655 Broadway Avenue Blvd.

D. PRESENTATION FROM THE SEASIDE HIGH SCHOOL ROBOTICS TEAM 4171 "BAYBOTS"

PURPOSE: To receive a presentation from the Seaside High School Robotics Team regarding their program over the past year.

RECOMMENDATION: That the presentation be received and the City Council ask questions as necessary.

8. CONSENT CALENDAR

The Consent Calendar includes routine items that can be approved with a single motion and vote. A member of the City Council or a member of the public may request that any time be pulled from the Consent Calendar for separate consideration.

A. APPROVE THE MINUTES FROM THE FOLLOWING CITY COUNCIL MEETINGS:

- **OCTOBER 5, 2016 SPECIAL MEETING**
- **OCTOBER 13, 2016 SPECIAL MEETING**
- **NOVEMBER 10, 2016 SPECIAL MEETING**
- **NOVEMBER 17, 2016 REGULAR MEETING**

PURPOSE: To review and approve the minutes from the above listed public meetings.

RECOMMENDATION: That the minutes be reviewed and approved.

B. APPROVE AND FILE CITY CHECKS

PURPOSE: It is requested that the City Council approve and file the accounts payable and wired payments made during the period of November 5, 2016 through November 18, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired

payments related to the period of November 10, 2016 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,312,910.13.

RECOMMENDATION: It is recommended that the City Council approve and file the attached checks.

C. CONSIDERATION OF A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO MNS ENGINEERS INC FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE WEST BROADWAY URBAN VILLAGE INFRASTRUCTURE IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED SEVEN HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS (\$778,000).

PURPOSE: The purpose of this item is for the City Council to consider awarding a professional service agreement to MNS Engineers Inc. for construction management services for the West Broadway Urban Village Infrastructure Improvement Project for an amount not to exceed Seven Hundred Seventy Eight Thousand Dollars (\$778,000).

RECOMMENDATION: It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a professional service agreement with MNS Engineers Inc. to provide construction management services for the West Broadway Urban Village (WBUV) Infrastructure Improvement Project for an amount not to exceed Seven Hundred Seventy Eight Thousand Dollars (\$778,000) using Transportation Agency for Monterey County (TAMC) grant funds.

D. AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT TO PROVIDE FOR A REGIONAL HAZARDOUS MATERIAL EMERGENCY RESPONSE TEAM WITH THE UNINCORPORATED AREAS AND INCORPORATED AREAS OF THE COUNTY OF SAN BENITO.

PURPOSE: The purpose of this item is to provide the City Council an opportunity to review, discuss and consider authorizing the City Manager to sign an agreement to provide for a regional hazardous material emergency response team with the unincorporated areas and incorporated areas of the county of San Benito.

RECOMMENDATION: It is recommended that the City Council approve authorizing the City Manager to sign an agreement to provide for a regional hazardous material emergency response team with the unincorporated areas and incorporated areas of the county of San Benito.

E. AUTHORIZE THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN A REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION FOR THE PURCHASE OF MOBILE AND PORTABLE RADIOS FOR THE FIRE AND PUBLIC WORKS DEPARTMENTS WITH MATCHING FUNDS NOT TO EXCEED \$69,382.00.

PURPOSE: The purpose of this item is to provide the City Council an opportunity to review, discuss and consider authorizing the submission of an application for a Regional Assistance to Firefighters Grant for the purchase of replacement mobile and portable radios for the fire and public works departments. And authorize the City Manager to sign a memorandum of understanding between the City of Seaside (host agency) and the City of

Salinas, Aromas Tri-County Fire Protection District and Mid-Coast Fire Brigade.

RECOMMENDATION: It is recommended that the City Council approve the submission of an application for a Regional Assistance to Firefighters Grant for the purchase of replacement mobile and portable radios for the fire and public works departments and authorize the City Manager to sign a memorandum of understanding between the City of Seaside (host agency) and the City of Salinas, Aromas Tri-County Fire Protection District and Mid-Coast Fire Brigade.

F. AMENDMENT NO. 1 TO THE INTERAGENCY AGREEMENT WITH MONTEREY COUNTY FOR THE BEHAVIORAL HEALTH CRISIS NEGOTIATION TEAM TO INCLUDE THE MOBILE CRISIS PROGRAM

PURPOSE: The purpose of this item is to request that the City Council authorize the City Manager to amend the inter-agency agreement signed March 7, 2013 (Resolution No. 2013-17) between the Monterey County Department of Health Behavioral Health Bureau, to add the Mobile Crisis Team Program and to incorporate the City of Gonzalez Police Department into the Agreement.

RECOMMENDATION: It is recommended that the City Council authorize the City Manager to amend the inter-agency agreement signed March 7, 2013 (Resolution No. 2013-17) between the Monterey County Department of Health Behavioral Health Bureau, to add the Mobile Crisis Team Program and to incorporate the City of Gonzalez Police Department into the Agreement

9. STUDY SESSION

A. ECONOMIC DEVELOPMENT PRESENTATION ON THE USE OF COMMUNITY REVITALIZATION AND INVESTMENT AUTHORITIES (CRIA) AND ENHANCED INFRASTRUCTURE FINANCING DISTRICTS (EIFD)

PURPOSE: To discuss the potential benefits of Community Revitalization and Investment Authority and Enhanced Infrastructure Finance Districts.

RECOMMENDATION: Staff recommends that City Council receive a presentation regarding the available tax increment financing districts.

B. PRESENTATION OF BUSINESS RETENTION AND EXPANSION PLAN CITYWIDE, BEGINNING WITH WEST BROADWAY.

PURPOSE: The purpose of this item is for City Council to receive a presentation from Economic Development about an item in the 6-month strategic plan titled "Develop and implement a Business Retention and Expansion Plan citywide, beginning with West Broadway." This presentation outlines steps necessary for business retention and expansion, as well as complementary steps like placemaking and branding.

RECOMMENDATION: It is recommended that Council receive the presentation.

10. BUSINESS ITEMS

A. CONSIDERATION OF RESCISSION OF: 1) RESOLUTION NO. 16- 97 AMENDING THE SEASIDE GENERAL PLAN TO INCORPORATE THE

CENTRAL COAST VETERANS CEMETERY, MONUMENT VILLAGE, AND SEASIDE HORSE PARK SPECIFIC PLAN (FORMERLY KNOWN AS THE MONTEREY DOWNS AND MONTEREY HORSE PARK AND CENTRAL COAST VETERANS CEMETERY SPECIFIC PLAN) ADOPTED ON NOVEMBER 10, 2016; 2) ORDINANCE NO.1031 ADOPTING THE CENTRAL COAST VETERANS CEMETERY, MONUMENT VILLAGE, AND SEASIDE HORSE PARK SPECIFIC PLAN (FORMERLY REFERRED TO AS THE “MONTEREY DOWNS AND MONTEREY HORSE PARK AND CENTRAL COAST VETERANS CEMETERY SPECIFIC PLAN” ADOPTED ON NOVEMBER 17, 2016, AND 3) ORDINANCE NO. 1032 AMENDING TITLE 17 OF THE SEASIDE MUNICIPAL CODE AND THE OFFICIAL ZONING DISTRICT MAP (Z 12-02) TO INCLUDE THE CENTRAL COAST VETERANS CEMETERY, MONUMENT VILLAGE, AND SEASIDE HORSE PARK SPECIFIC PLAN (FORMERLY REFERRED TO AS THE “MONTEREY DOWNS AND MONTEREY HORSE PARK AND CENTRAL COAST VETERANS CEMETERY SPECIFIC PLAN”) ADOPTED ON NOVEMBER 17, 2016. THE COUNCIL WILL ALSO CONSIDER DIRECTION TO STAFF TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE RESCISSION OF THE PROJECT APPROVALS AND TO FURTHER REMAND THE MATTER TO THE PLANNING COMMISSION FOR POSSIBLE PROJECT REVISIONS AND FURTHER CONSIDERATION.

PURPOSE: The City Council, at meetings on November 10, 2016, and November 17, 2016, approved amendments to the General Plan, adopted a Specific Plan, and adopted revisions to the City’s Municipal Code and official Zoning District Map for the proposed Central Coast Veterans Cemetery, Monument Village, and Seaside Horse Park Specific Plan (formerly known as the Monterey Downs and Monterey Horse Park and Central Coast Veterans Cemetery Specific Plan). The Project Applicant, Monterey Downs, LLC, informed the City on November 22, 2016, that they do not wish to proceed with the project as currently approved, and declined at this time to enter into an indemnification agreement as required by the approvals for the General Plan Amendment, Specific Plan, and Zone Text and Map Amendments. Therefore, the City Council will consider rescission of the approvals, direction to staff to effectuate that rescission, and remand the Project to the Planning Commission for consideration of further Project Revisions that Project Applicant may wish to propose.

RECOMMENDATION:

It is recommended that the City Council take the following actions regarding the subject applications:

1. Consider Rescission of Resolution No. 16-97 Amending the General Plan, Ordinance No. 1031 Adopting the Central Coast Veterans Cemetery, Monument Village, and Seaside Horse Park Specific Plan, and Ordinance No. 1032 amending the Municipal Code and Official Zoning District Map.
2. Consider Direction to staff to take necessary steps to effectuate rescission of the foregoing approvals
3. Consider Remanding the Central Coast Veterans Cemetery, Monument Village, and Seaside Horse Park Specific Plan project to the Planning Commission for consideration of possible project revisions as may be proposed by the Project Applicant.

11. **MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY
COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS**

This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community, make requests that items be added to future City Council meeting agendas as necessary and report on committee assignments.

12. **ADJOURNMENT**

Next Regularly Scheduled Meeting:
December 15, 2016
7:00 PM

The City of Seaside is an ADA accessible facility and is committed to include the disabled in all of its services, programs and activities. Any person who requires accommodation to be able to participate in this meeting is asked to contact the office of the City Clerk at 899-6707, no fewer than two business days prior to the meeting to allow for reasonable arrangements. The City Council Chambers is equipped with a portable microphone for anyone unable to come to the podium. Assisted listening devices are also available.

Meetings that are held in the City Council Chambers are broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99. Meetings are also available through live streaming at: <http://cvp.telvue.com/player?id=T01629&video=52314&noplaylists=1&width=400&height=300> Videos of past meetings are available on demand through the City's website: <http://www.ci.seaside.ca.us>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Government Code Section 54954.2(a) or Section 54956.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dave Fortune, Maintenance and Utilities Superintendent

DATE: December 1, 2016

**SUBJECT: PRESENTATION OF THE OCTOBER 2016 HOUSE OF THE MONTH
AWARD**

PURPOSE

The purpose of this item is to recognize Rose Marie Stanley, owner of 1723 San Pablo Avenue for beautifying and maintaining their property.

RECOMMENDATION

It is recommended that the Mayor present Rose Marie Stanley the October 2016 House of the Month award.

BACKGROUND

The Neighborhood Improvement Program Commission's goals are to encourage citizens to beautify and upgrade their properties in order to positively influence property values and create a more livable environment in the community. One of the ways that the Commission accomplishes this goal is by recognizing outstanding examples of residential property maintenance and beautification through the House of the Month Award Program.

Each month the Neighborhood Improvement Program Commission selects an award recipient from a list of nominated homes. The home of Rose Marie Stanley located at 1723 San Pablo Avenue has been selected as the October 2016 House of the Month.

FISCAL IMPACT

The fiscal impact is \$ 48.82 for the plaque and the \$50.00 gift card from the NIPC 2016-2017 FY Budget.

ATTACHMENTS

1. 1723 San Pablo Ave
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dave Fortune, Maintenance and Utilities Superintendent

DATE: December 1, 2016

**SUBJECT: PRESENTATION OF THE NOVEMBER 2016 HOUSE OF THE
MONTH AWARD**

PURPOSE

The purpose of this item is to recognize Kimber and Stacey Johnson, owner of 13 Harrow Court for beautifying and maintaining their property.

RECOMMENDATION

It is recommended that the Mayor present Kimber and Stacey Johnson the November 2016 House of the Month award.

BACKGROUND

The Neighborhood Improvement Program Commission's goals are to encourage citizens to beautify and upgrade their properties in order to positively influence property values and create a more livable environment in the community. One of the ways that the Commission accomplishes this goal is by recognizing outstanding examples of residential property maintenance and beautification through the House of the Month Award Program.

Each month the Neighborhood Improvement Program Commission selects an award recipient from a list of nominated homes. The home of Kimber and Stacey Johnson located at 13 Harrow Court has been selected as the November 2016 House of the Month.

FISCAL IMPACT

The fiscal impact is \$ 48.84 for the plaque and the \$50.00 gift card from the NIPC 2016-2017 FY Budget.

ATTACHMENTS

1. 13 Harrow Ct
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager





**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Dave Fortune, Maintenance and Utilities Superintendent

DATE: December 1, 2016

**SUBJECT: PRESENTATION OF THE 2016 BUSINESS OF THE THIRD
QUARTER AWARD**

PURPOSE

To recognize Monterey Peninsula Volunteer Services Inc, owners of the Monterey Peninsula Volunteer Services Benefit Shop building located at 655 Broadway Avenue for upgrading, beautifying and maintaining the building and property.

RECOMMENDATION

It is recommended that the Mayor present the 2016 Business of the First Quarter Award to Monterey Peninsula Volunteer Services Inc, owners of the Monterey Peninsula Volunteer Services Benefit Shop located at 655 Broadway Avenue Blvd.

BACKGROUND

The Neighborhood Improvement Program Commission's goals are to encourage citizens and business owners to beautify and upgrade their properties in order to positively influence property values and create a more livable environment in the community. One of the ways that the Commission accomplishes this goal is by recognizing the outstanding examples of commercial property maintenance and beautification through the Business of the Quarter Award Program.

Each quarter, the Neighborhood Improvement Program Commission selects an award recipient from a list of nominated businesses. The Monterey Peninsula Volunteer Services Benefit Shop located at 655 Broadway Avenue was selected as the Business of the First Quarter for 2016.

FISCAL IMPACT

The fiscal impact is \$48.84 for the plaque from the NIPC 2016-2017 FY Budget.

ATTACHMENTS

1. 655 Broadway Avenue
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

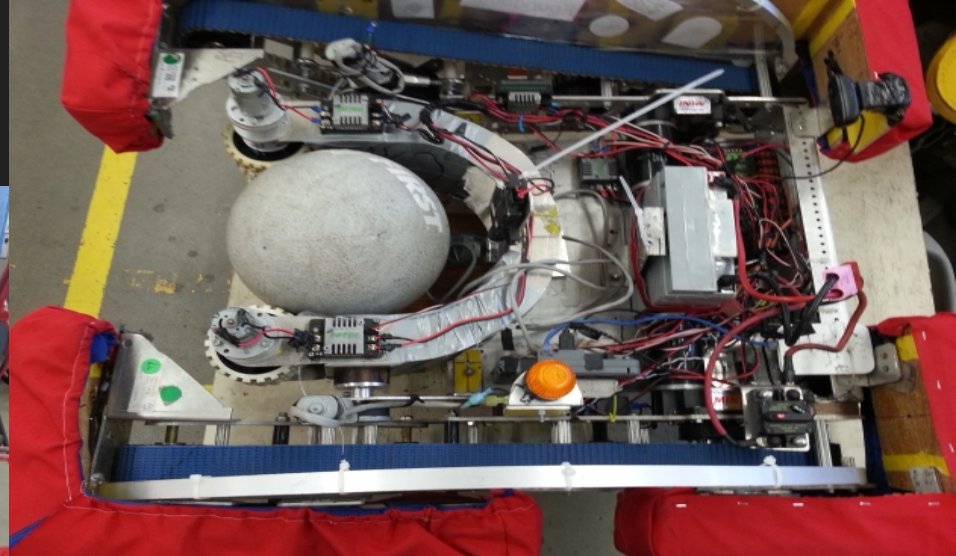


FRC Team 4171 - The Baybots

From Seaside High School



The Robot

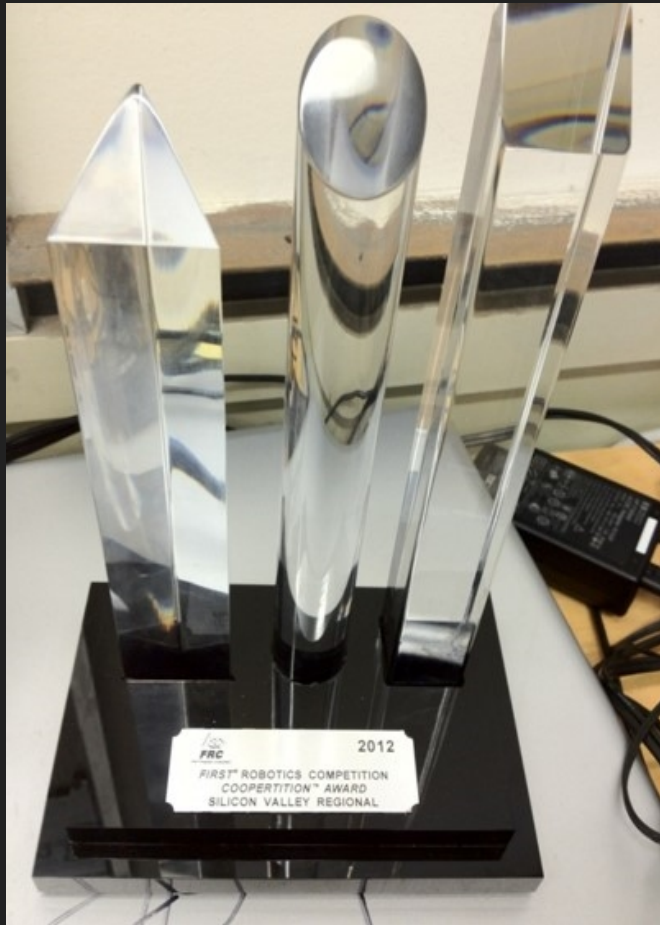


Accomplishments

- Won MadTown Throwdown 2016
- Placed 36th out of 56 teams at the Silicon Valley Regional
- Placed 10th at MadTown Throwdown 2015 and had 8th seed alliance
- Organized a team for the upcoming competition season with brand new members
- Constructed a fully functional robot
- Learned how to program a robot



We are mentoring the new Alisal Robotics team!



Heres some of our awards that we have won

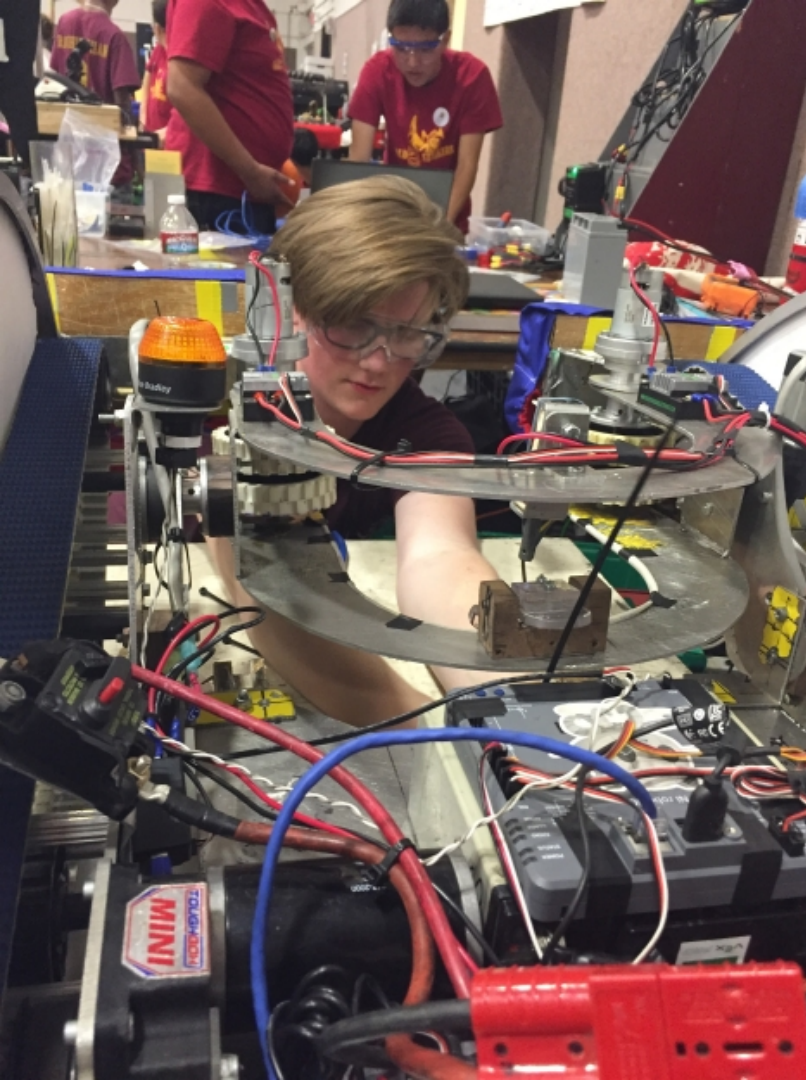
< 2014 Finalist award from Silicon Valley Regional

>2016 MadTown Throwdown Competition



Benefits of FRC

- Learn from professional engineers
- Build and compete with a robot of their own design
- Learn and use sophisticated software and hardware
- Earn a place in the World Championship
- Qualify for nearly \$14.8 million in college scholarships
- Students learn many skills such as: welding, soldering, coding, how to work in a timely manner, and how to build a successful robot
- All of the students are offered an internship at the Naval Postgraduate School, and two of our past students have done an internship and then been offered a job at a later time



What We're Looking For

- Support from the community





Any questions?



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Stephen Green, Accountant II
Daphne Hodgson, Deputy City Manager Administrative Services

DATE: December 1, 2016

SUBJECT: APPROVE AND FILE CITY CHECKS

PURPOSE

It is requested that the City Council approve and file the accounts payable and wired payments made during the period of November 5, 2016 through November 18, 2016. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the period of November 10, 2016 is requested. Total Accounts Payable and Payroll for the above referenced period is \$1,312,910.13.

RECOMMENDATION

It is recommended that the City Council approve and file the attached checks.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, I hereby certify that the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are hereby submitted to the City Council for inspection and confirmation.

A

description of the checks and wires exceeding \$10,000 are as follows:

- \$888,392.39 from the Council Report (Payroll/Benefits)
- \$127,074.00 to Garland DBS, Inc. for Seaside Library and Youth Education Center

- \$21,573.09 to Monterey County Convention FOR September 2016 Tourism District
- \$35,542.27 to PNC Equipment for quarterly equipment lease payment
- \$24,648.73 to Raimi & Associates for General Plan Update
- \$21,396.89 to Richards Watson Gershon for legal services
- \$11,360.28 to Seasons Management for refund of ENA deposit
- \$20,464.95 to Trane for HVAC work at Fire Department
- \$15,200.00 to Urban Lumberjacks for work performed at Laguna Grande Park
- \$69,522.12 to Mark Thomas & Co for work on West Broadway CIP project

The remaining checks, totaling \$79,985.58 include payments to vendors for operating expenditures.

The Checks report is available on the City's website here:

<http://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

The listed checks have been budgeted and paid from the various funds, as appropriate.

ATTACHMENTS

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: December 1, 2016

SUBJECT: CONSIDERATION OF A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO MNS ENGINEERS INC FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE WEST BROADWAY URBAN VILLAGE INFRASTRUCTURE IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED SEVEN HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS (\$778,000).

PURPOSE

The purpose of this item is for the City Council to consider awarding a professional service agreement to MNS Engineers Inc. for construction management services for the West Broadway Urban Village Infrastructure Improvement Project for an amount not to exceed Seven Hundred Seventy Eight Thousand Dollars (\$778,000).

RECOMMENDATION

It is recommended that the City Council adopt a resolution authorizing the City Manager to execute a professional service agreement with MNS Engineers Inc. to provide construction management services for the West Broadway Urban Village (WBUV) Infrastructure Improvement Project for an amount not to exceed Seven Hundred Seventy Eight Thousand Dollars (\$778,000) using Transportation Agency for Monterey County (TAMC) grant funds.

BACKGROUND

The project proposes to implement a "road diet" that would reduce the width of the roadway and allow the installation of pedestrian, bicycle and streetscape improvements identified in the approved plans from 2013. The proposed improvements on West Broadway Avenue would begin west of the Hillsdale Street intersection and end east of the Calaveras Street intersection. The proposed roadway and streetscape improvements include but are not limited to:

- Reduce West Broadway from a four-lane roadway (two lanes in each direction) to two-lanes (one lane in each direction).
- Construct 15-foot wide sidewalks with adjacent street parking and construct wider sidewalks at mid-block areas and bulb outs at the intersection.
- Reconstruct the pavement section to accommodate the wider sidewalks.
- Enhance the pedestrian crosswalks at intersections of Hillsdale Street, Alhambra Street and Calaveras Street. Provide provisions for future traffic signals at intersections of West Broadway and Hillsdale and West Broadway and Calaveras.
- Construct traffic signal at West Broadway at Alhambra.
- Construct tree wells and plant street trees within the sidewalk.
- Update street lighting to accommodate these improvements.
- Install underground storm drain infiltration and treatment system to collect and treat storm water runoff along West Broadway from Hillsdale Street to Alhambra Street.
- Install a conduit for potential future use as fiber optic conduit.
- Create Class II or modified Class IV “Green-Colored” bike lanes on each side along West Broadway Avenue from Del Monte Boulevard to Fremont Boulevard.
- Create Class II or modified Class IV “Green-Colored” bike lanes along both sides of Del Monte Boulevard from Canyon Del Rey to Broadway.
- Extend the Class III bike lanes (sharrow) along West Broadway from Fremont Street to General Jim Moore Blvd.

In September 2016, staff submitted documentation to Caltrans Local Assistance for the ATP grant funds and on October 19, 2016, the California Transportation Commission granted the City of Seaside \$3.7 Million for the construction of West Broadway Urban Village Infrastructure Improvements. The construction of WBUV Infrastructure Improvements is estimated to take 210 working days and is anticipated to be released for bid on December 15, 2016 with construction beginning March 2017.

On September 15, 2016, city staff issued a Request for Proposal (RFP) soliciting construction management services for the project. The selected consultant would be responsible for all activities necessary to advertise, award and administer the construction of the contract for the project. The project is funded with a mix of federal, state and local funding, and must adhere to the requirements set forth for federally-assisted contracts in the California Department of Transportation (Caltrans) Local Assistance Procedure Manual from the advertise of project to closeout. The RFP outlines the anticipated work including a schedule, contents of the proposal, criterion for selecting the most qualified firm, and deadline for submissions. Four proposals were received by the submission deadline of October 31, 2016. The proposals were evaluated in accordance with Government Code Section 4525, et. seq., which states “selection by a ... local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.” The top two firms, Harris & Associates and MNS Engineers Inc., were invited to interview on Monday, November 14, 2016. Based upon the rating criteria outlined in the RFP and the interview results, staff determined that MNS Engineers Inc. was the most qualified firm to provide construction management services to based upon their knowledge and experience with federally funded projects. The cost proposal

was not evaluated at this point in the selection process. City staff did negotiate the agreement with MNS Engineers Inc. that is presented here for consideration and is within the budgeted limits anticipated for construction management services.

Staff recommends that the City Council adopt a resolution authorizing the City Manger to execute a professional service agreement with MNS Engineers, Inc. to provide construction management services for the West Broadway Urban Village (WBUV) Infrastructure Improvements Project for a not to exceed amount of Seven Hundred Seventy-Eight Thousand Dollars (\$778,000) utilizing TAMC grant funds.

FISCAL IMPACT

The City adopted the FY 2016/17 Capital Improvement Program on June 2, 2016. The CIP provides authorization for the proposed project using \$4,050,000 in TAMC grant funds. The construction management services will be funded through the TAMC grant fund with an additional 10% contingency. It is customary for a project of this size and complexity to budget for a 10% contingency.

ATTACHMENTS

1. Resolution
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT TO MNS ENGINEERS INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE WEST BROADWAY URBAN VILLAGE INFRASTRUCTURE IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED SEVEN HUNDRED SEVENTY-EIGHT THOUSAND DOLLARS (\$778,000)

WHEREAS, the City Council adopted the West Broadway Urban Village Specific (WBUV) Plan with a goal to create a revitalized commercial core that would provide economic growth and stability; and

WHEREAS, the proposed streetscape and utility infrastructure improvements are essential to begin defining the West Broadway Urban Village and are necessary to create a stimulus for future growth; and

WHEREAS, September 15, 2016, the City solicited proposals through a formal Request for Proposals (RFP) from firms to provide construction management services for the proposed project; and

WHEREAS, on October 31, 2016, the City received four proposals and based upon an evaluation from staff the top two firms were invited for an interview; and

WHEREAS, based upon the criteria outlined in the RFP and the interview, staff determined that MNS Engineers Inc. is the most qualified firm to perform the construction management services for the West Broadway Urban Village Infrastructure Improvement Project.

NOW, THEREFORE BE IT RESOLVED, that the City of Seaside City Council authorize the City Manager to execute a professional services agreement with MNS Engineers Inc. to provide construction management services for the West Broadway Urban Village Infrastructure Improvements project for an amount not to exceed Seven Hundred Seventy-Eight Thousand Dollars (\$778,000); and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City of Seaside City Council authorize the City Manager to execute an additional 10% contingency for written amendments to the MNS Engineer's agreement such that the full value of the contract may not exceed \$855,800

PASSED AND ADOPTED at a regular meeting of the City of Seaside City Council duly held on the 1st day of December, 2016 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: December 1, 2016

SUBJECT: AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT TO PROVIDE FOR A REGIONAL HAZARDOUS MATERIAL EMERGENCY RESPONSE TEAM WITH THE UNINCORPORATED AREAS AND INCORPORATED AREAS OF THE COUNTY OF SAN BENITO.

PURPOSE

The purpose of this item is to provide the City Council an opportunity to review, discuss and consider authorizing the City Manager to sign an agreement to provide for a regional hazardous material emergency response team with the unincorporated areas and incorporated areas of the county of San Benito.

RECOMMENDATION

It is recommended that the City Council approve authorizing the City Manager to sign an agreement to provide for a regional hazardous material emergency response team with the unincorporated areas and incorporated areas of the county of San Benito.

BACKGROUND

The Monterey County Operational Area Haz/Mat Team consists of resources from the City of Salinas and City of Seaside Fire Departments and currently maintains FIRESCOPE State of California Office of Emergency Services (Cal-OES) Type II hazardous materials response.

San Benito County desires to use the services of the Monterey County Operational Area Haz/Mat Team to respond to various hazardous materials spills and/or release incidents which occur within San Benito County and are beyond the scope of the first responder consistent with the level of training possessed by the Haz/Mat Team. Specific operational guidelines for the emergency response protocol will be set forth in the Monterey County Regional Hazardous Response Plan (on file with the Monterey County Office of Emergency Services) and shall

apply as the procedures for call out for the Haz/Mat Team.

Depending on availability, the Haz/Mat Team will respond to requests for responses to hazardous materials releases and/or spills which occur within the boundaries of the San Benito County Operational Area. The Haz/Mat Team shall have the discretion to determine whether the Haz/Mat Team is available to respond to a request based upon the Haz/Mat Team call-out procedures applicable to this Agreement.

The San Benito Operational Area agrees to be responsible to actively pursue reimbursement of all costs and expenses incurred by the Haz/Mat Team in their provision of services pursuant to this Agreement. The Haz/Mat Team shall submit an invoice within ten (10) business days of the incident to San Benito County. San Benito County shall advise the Haz/Mat Team within 30 days the status of payment(s). In the event that reimbursement is not available, San Benito County shall not be responsible for cost(s) incurred by the Haz/Mat Team.

In the event that a person or entity has been identified as causing, in whole or in part, the need for a Haz/Mat Team Response, San Benito County shall be entitled to initiate and shall initiate on behalf of the Haz/Mat Team member agencies cost recovery efforts against the responsible party. Any recovery obtained from the responsible party, any other third parties, and/or any state or federal reimbursement shall be used first to satisfy any unpaid obligations (Haz/Mat Team emergency response mitigation costs) under this Agreement to the Haz/Mat Team member agencies for the cost of maintaining the Haz/Mat Team and the remainder shall be credited to the Trust Fund budget. After Haz/Mat response expenses are satisfied, San Benito County shall be entitled to reimbursement of its costs and expenses, including attorney fees, incurred in obtaining a recovery from a responsible party out of the recovery of any reimbursement to the Haz/Mat Team.

LEGAL REVIEW

Both the City of Seaside City Attorney and Deputy City Manager Daphne Hodgson have reviewed the contract and approved to form.

FISCAL IMPACT

All costs related to Haz/Mat response into San Benito County should be fully recoverable; in the event cost recovery is not possible the costs related to the response shall be the shared responsibility of the Cities of Seaside and Salinas. However, without an agreement in place the Monterey County Regional Haz/Mat Team would be requested through a State Mutual Aid request without the ability for cost recover.

ATTACHMENTS

1. Resolution
 2. Agreement
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT TO PROVIDE
FOR A REGIONAL HAZARDOUS MATERIAL EMERGENCY RESPONSE TEAM
WITH THE UNINCORPORATED AREAS AND INCORPORATED AREAS OF THE
COUNTY OF SAN BENITO.**

WHEREAS, the Monterey County Operational Area Haz/Mat Team consists of resources from the City of Salinas and City of Seaside Fire Departments and currently maintains FIRESCOPE State of California Office of Emergency Services (Cal-OES) Type II hazardous materials response, and;

WHEREAS, San Benito County desires to use the services of the Monterey County Operational Area Haz/Mat Team to respond to various hazardous materials spills and/or release incidents which occur within San Benito County and are beyond the scope of the first responder consistent with the level of training possessed by the Haz/Mat Team, and;

WHEREAS, specific operational guidelines for the emergency response protocol will be set forth in the Monterey County Regional Hazardous Response Plan (on file with the Monterey County Office of Emergency Services) and shall apply as the procedures for call out for the Haz/Mat Team, and;

WHEREAS, depending on availability, the Haz/Mat Team will respond to requests for responses to hazardous materials releases and/or spills which occur within the boundaries of the San Benito County Operational Area, and;

WHEREAS, the Haz/Mat Team shall have the discretion to determine whether the Haz/Mat Team is available to respond to a request based upon the Haz/Mat Team call-out procedures applicable to the agreement, and;

WHEREAS, the San Benito Operational Area agrees to be responsible to actively pursue reimbursement of all costs and expenses incurred by the Haz/Mat Team in their provision of services pursuant to the agreement, and;

WHEREAS, all costs related to Haz/Mat response into San Benito County should be fully recoverable; in the event cost recovery is not possible, the costs related to the response shall be shared responsibility of the Cities of Seaside and Salinas.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Seaside authorize the City Manager to sign an agreement to provide for a Regional Hazardous Material Emergency Response Team with the unincorporated areas and incorporated areas of the County of San Benito.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 1st day of December 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton
City Clerk

**AGREEMENT TO PROVIDE FOR A REGIONAL HAZARDOUS MATERIAL EMERGENCY
RESPONSE TEAM WITH THE UNINCORPORATED AREAS AND INCORPORATED
AREAS OF THE COUNTY OF SAN BENITO**

This Agreement is entered into this ____ day of ____, __ by and among the following, all of which will collectively be referred to as the “Haz Mat Team” or as the “parties:”

City of Salinas (“Salinas”)

City of Seaside (“Seaside”)

City of Hollister (“Hollister”)

County of San Benito (“San Benito”)

RECITALS

WHEREAS, each of the members of the Monterey County Operational Area Haz Mat Team has and maintains staff who are fully trained and qualified to respond to hazardous materials spills and/or release incidents; and

WHEREAS, San Benito desires to use the services of the Monterey County Operational Area Haz Mat Team to respond to various hazardous materials spills and/or release incidents which occur within San Benito County (Hereinafter referred to as the “Operational Area”); and

WHEREAS, the parties to this Agreement have negotiated the terms under which the Monterey County Operational Area Haz Mat Team’s services will be provided and have herein reduced such terms to writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

TERMS

1. Scope of Services. The Monterey County Operational Area Haz Mat Team, hereinafter referred to as the Haz/Mat Team, consisting of resources from the City of Salinas and City of Seaside Fire Departments, currently maintain FIRESCOPE State of California Office of Emergency Services (Cal-OES) Type II, agrees to provide emergency response to hazardous materials releases and/or spills which occur within the San Benito County (Hereinafter referred to as the Operational Area) and which are beyond the scope of the first responder consistent with the level of training possessed by the Haz Mat Team. Specific operational guidelines for the emergency response protocol will be set forth in the Monterey County Regional Hazardous Response Plan (on file with the Monterey County Office of Emergency Services) and shall apply

as the procedures for call out for the Haz Mat Team response under this Agreement, except as otherwise specifically set forth herein. With respect to compensation, the terms of this Agreement shall prevail.

Depending on availability, the Haz Mat Team will respond to requests for responses to hazardous materials releases and/or spills which occur within the boundaries of the Operational Area. The Haz Mat Team shall have the discretion to determine whether the Haz Mat Team is available to respond to a request based upon the Haz Mat Team call-out procedures applicable to this Agreement as set forth in Attachment A, attached hereto and incorporated herein by this reference.

1.1. To request a Hazardous Materials Emergency response pursuant to this Agreement, the Operational Area shall contact the Monterey County 9-1-1 Emergency Communications Center, through their Communications center (NETCOM), and request a Haz Mat Team response and provide the following incident information, at a minimum:

- Location of the incident.
- Type of release, spill or accident involving hazardous materials.
- Name and identifying information of all potential materials involved.
- Extent of injuries and known exposures or possible entrapments.
- Extent of collateral hazards (e.g., fires, explosions, structural collapse, etc.).
- Initial actions being taken by first responders or persons on scene.
- Radio frequencies for Command and Tactical communication en route and on-scene.

1.2. The Haz Mat Team shall be composed of trained and qualified personnel from the Salinas, and Seaside Fire Departments and shall be equipped with the approved protective and detoxification gear, analytical instruments, and an emergency transportation vehicle at the FIREScope Cal-OES Type II level. The Haz/Mat Team upon request shall respond with the following minimum personnel and equipment to the scene:

- Six (6) Haz/Mat trained personnel; Three (3) from Salinas FD and two (2) from Seaside FD to include an on-duty Battalion Chief Officer as the Haz/Mat Group Supervisor
- One (1) Salinas FD firefighter/paramedic for medical monitoring
- Primary Type II Haz/Mat Response Vehicle and equipment

- 1.3. The Haz Mat Team personnel shall be provided continual member agency training in the field of hazardous materials response and DECON procedures through a developed operational policy.
- 1.4. Responding Haz Mat Team members shall not serve in the role of lead Incident Commander in any response for the requesting party. Responsibility for the primary investigative and cleanup role rests upon the Operational Area and their Environmental Health Department. The Haz Mat Team shall be the primary technical resource for the hazardous material release and/or spill to which they respond and shall be incorporated into the on-scene incident management and/or Unified Command structure as appropriate.
- 1.5. Should the Haz Mat Team encounter a hazardous materials release and/or spill that is beyond their ability to manage effectively, such inability shall be immediately relayed to the requesting party, who shall then be responsible for obtaining the necessary resources to manage the incident. The Haz Mat Team shall not perform any type of cleanup of any released and/or spilled materials which are beyond their ability to effectively manage; cleanup and restoration shall be the responsibility of the requesting party.
- 1.6. Haz Mat Team member services shall be under the management and control of the Haz Mat Team leaders and Haz Mat Team members will operate with equipment furnished. Haz Mat Team personnel assigned to work pursuant to this Agreement shall perform their duties in conformity with established Monterey County Regional Hazardous Materials Response Plan and under the established training standards of FIREScope Cal-OES Type II.
- 1.7. The Haz Mat Team is a Type II Haz Mat Team adjacent to the Operational Area and if and when available shall provide hazardous materials response to the Operational Area. The cities of Salinas and Seaside Fire Department warrant that their personnel assigned to perform hazardous materials services under this Agreement possess all of the professional capabilities, training, experience, and resources necessary to render the services required by this Agreement.

2. Payment. The Operational Area agrees to be responsible to actively pursue reimbursement of all costs and expenses incurred by the Haz Mat Team in their provision of services pursuant to this Agreement. The Haz Mat Team shall submit an invoice within ten (10) business days of the incident to San Benito County. San Benito County shall advise the Haz

Mat Team within 30 days the status of payment(s). In the event that reimbursement is not available, San Benito County shall not be responsible for cost(s) incurred by the Haz Mat Team.

3. Cost Recovery against Responsible Parties. In the event that a person or entity has been identified as causing, in whole or in part, the need for a Haz Mat Team Response, San Benito County shall be entitled to initiate and shall initiate on behalf of the Haz Mat Team member agencies cost recovery efforts against the responsible party. Any recovery obtained from the responsible party, any other third parties, and/or any state or federal reimbursement shall be used first to satisfy any unpaid obligations (Haz Mat Team emergency response mitigation costs) under this Agreement to the Haz Mat Team member agencies for the cost of maintaining the Haz Mat Team and the remainder shall be credited to the Trust Fund budget. After Haz Mat response expenses are satisfied, San Benito County shall be entitled to reimbursement of its costs and expenses, including attorney fees, incurred in obtaining a recovery from a responsible party out of the recovery of any reimbursement to the Haz Mat Team.

4. Training. Haz Mat Team members shall maintain a level of training that will maintain their current Type II Haz Mat Team typing with Cal-OES Fire and Rescue Division utilizing FIREScope standards.

5. Disaster and Civil Defense Mutual Aid Agreement. In all other matters involving mutual aid that are not expressly stated in the terms and conditions of this Agreement, the terms and conditions of the Disaster and Civil Defense Mutual Aid Agreement shall apply.

6. Term and Termination of Agreement. The term of this Agreement shall begin on _____, and continue until terminated by any participating county. Any party may elect to terminate its participation in this Agreement by giving thirty (30) days' written notice of its intent to terminate. Such notices shall be mailed as set forth in section below.

7. Indemnity/Liability. Each party hereto is a public agency that is self-insuring for all forms of legal liability, or is otherwise a member of a joint insurance program, that has and maintains, at a minimum, general liability insurance and worker's compensation insurance. Accordingly, except as otherwise specifically set forth herein, each party shall be responsible for its own acts and omissions and those of its officers, employees, agents or representatives and shall not be responsible for the acts and/or omissions of any other party or their officers, employees, agents or representatives.

8. **Notices.** All notices shall be made in writing and may be given by personal delivery or by U.S. mail and shall be addressed as follows:

County of San Benito
Department of Health
439 4th Street
Hollister, California 95023
Attn: Director Darryl Wong

City of Salinas
c/o Salinas Fire Department
65 West Alisal Street, Suite 210
Salinas, California 93901
Attn: Fire Chief Edmond A. Rodriguez

City of Seaside
c/o Seaside Fire Department
1635 Broadway Avenue
Seaside, California 93955
Attn: Fire Chief Brian Dempsey

City of Hollister
c/o Hollister Fire Department
110 Fifth Street
Hollister, CA 95023
Attn: Fire Chief Bob Martin Del Campo

9. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create, nor do the parties intend to create, any rights in or for the benefit of any third party.

10. **Assignment, Delegation.** No party herein shall assign or otherwise transfer any interest, right or responsibility contained in this Agreement to any other person or entity without the written consent of all the other parties. No assignment or transfer shall have any force or effect unless such written consent has first been obtained.

11. **Integration.** This Agreement is intended both as the final expression of the Agreement among the parties hereto with respect to the included terms and as a complete and inclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification of this Agreement is evidenced in a writing signed by all of the parties.

12. **Nondiscrimination.** The parties hereto shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to non-discrimination in employment and provision of services because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability or other prohibited basis.

13. **Authority.** By signing this Agreement, all parties are representing that they have the authority to enter into this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall individually be considered and original, and all of which together shall be considered a single agreement.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the parties, have entered into this Agreement as of the date first set forth above.

County of San Benito

_____ Date: _____
Ray Espinosa, County Administrative Officer

City of Salinas

_____ Date: _____
Ray E. Corpuz Jr., City Manager

City of Seaside

_____ Date: _____
Craig Malin, City Manager

City of Hollister

_____ Date: _____
William B. Avera
City Manager

APPROVED AS TO FORM:

County of San Benito

Matthew W. Granger
County Counsel

Date: _____

City of Salinas

Christopher Callihan
City Attorney

Date: _____

City of Seaside

Don Freeman, City Attorney

Date: _____

City of Hollister

Bradley W. Sullivan
c/o L+G LLP, Branch Manager

Date: _____



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: December 1, 2016

SUBJECT: AUTHORIZE THE CITY MANAGER TO SIGN A MEMORANDUM OF UNDERSTANDING FOR PARTICIPATION IN A REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT APPLICATION FOR THE PURCHASE OF MOBILE AND PORTABLE RADIOS FOR THE FIRE AND PUBLIC WORKS DEPARTMENTS WITH MATCHING FUNDS NOT TO EXCEED \$69,382.00.

PURPOSE

The purpose of this item is to provide the City Council an opportunity to review, discuss and consider authorizing the submission of an application for a Regional Assistance to Firefighters Grant for the purchase of replacement mobile and portable radios for the fire and public works departments. And authorize the City Manager to sign a memorandum of understanding between the City of Seaside (host agency) and the City of Salinas, Aromas Tri-County Fire Protection District and Mid-Coast Fire Brigade.

RECOMMENDATION

It is recommended that the City Council approve the submission of an application for a Regional Assistance to Firefighters Grant for the purchase of replacement mobile and portable radios for the fire and public works departments and authorize the City Manager to sign a memorandum of understanding between the City of Seaside (host agency) and the City of Salinas, Aromas Tri-County Fire Protection District and Mid-Coast Fire Brigade.

BACKGROUND

Emergency communications equipment is a critical component of the public safety dispatch system. Clear, concise radio transmissions are crucial to providing rapid emergency response to mitigate an incident; just as important is communications between the incident commander and interior crews so firefighter safety is not compromised. The fire department's current inventory of radios has exceeded ten years of age and was purchased through an AFG Regional Grant.

Between the age of the equipment and the technological improvements now available, it is time to consider replacement.

The Department of Homeland Security has recently implemented a change to the AFG Regional Grant requirements; this change requires all agencies participating in the grant application sign an MOU stating the agency will take delivery of the equipment if the grant is awarded. An MOU will be reviewed and signed by all agencies.

The City of Seaside will be hosting the grant applications and matching funds for each agency if awarded are between 10 and 16.5 percent. The current fire and public works departments' inventory of radios includes a total of 51 units.

FISCAL IMPACT

The fiscal impact to the City if the grant application is approved will be approximately \$69,382.00 in matching funds. I don't anticipate this grant being awarded until after July 1, 2017 and funds will be made available in the fire department FY17-18 budget.

ATTACHMENTS

1. Resolution
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Robert Jackson, Police Chief

DATE: December 1, 2016

**SUBJECT: AMENDMENT NO. 1 TO THE INTERAGENCY AGREEMENT WITH
MONTEREY COUNTY FOR THE BEHAVIORAL HEALTH CRISIS
NEGOTIATION TEAM TO INCLUDE THE MOBILE CRISIS
PROGRAM**

PURPOSE

The purpose of this item is to request that the City Council authorize the City Manager to amend the inter-agency agreement signed March 7, 2013 (Resolution No. 2013-17) between the Monterey County Department of Health Behavioral Health Bureau, to add the Mobile Crisis Team Program and to incorporate the City of Gonzalez Police Department into the Agreement.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to amend the inter-agency agreement signed March 7, 2013 (Resolution No. 2013-17) between the Monterey County Department of Health Behavioral Health Bureau, to add the Mobile Crisis Team Program and to incorporate the City of Gonzalez Police Department into the Agreement

BACKGROUND

On March 3, 2017 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 (hereinafter referred to as COUNTY), for Behavioral Health Crisis Negotiation Team Services. 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 (hereinafter referred to as POLICE OFFICERS). The agreement remains in effect until terminated with a thirty (30) day written notice from any party.

In 2014, the County of Monterey Behavioral Health Bureau was awarded a grant to establish a Mobile Crisis Team Program, leveraging grant dollars through the use of existing County resources. The Mobile Crisis Team Program is designed to serve children, adults and families experiencing a psychiatric crisis who are at risk of hospital, emergency room, or law enforcement intervention. The program increases access and capacity for community based mental health crisis services. Prior to this program, people/families experiencing a mental health crisis were sent or taken to county-operated medical center emergency departments for assessment.

The program has been established, staffed and trained. Mobile Crisis Teams are now dispatched through the County Emergency Communications Center at law enforcement's request. Behavioral health outpatient staff can also alert the mobile crisis staff regarding clients who may be decompensating, and request they perform a welfare check. In addition to being on call, the Mobile Crisis Team typically operates Wednesday through Saturday from 12:30 pm to 10:00 pm, and alternating Tuesdays from 1:30 pm to 10:00 pm.

AMENDMENT

The Amendment formally adds 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.

LEGAL REVIEW

The City of Seaside Legal Counsel reviewed the 2013 AGREEMENT to form. 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.

FISCAL IMPACT

There is no fiscal impact to the General Fund.

ATTACHMENTS

1. Amendment to the BHCNT Interagency Agreement
2. BHCNT Interagency Agreement and Resolution 2013

Reviewed for Submission to the
City Council by:

Meeting Date: December 1, 2016



Craig Malin, City Manager

**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 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 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 A-13043 are unchanged and unaffected by this AMENDMENT NO. 1, and shall remain in full force and effect as set forth in the AGREEMENT A-13043.
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.)

IN WITNESS WHEREOF, COUNTY and PEACE OFFICERS have executed this AMENDMENT No. 1 to the AGREEMENT A-13043 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: APPROVED AS TO RISK PROVISIONS:

By: _____ By: _____
Stacy Saetta, County Counsel Steven Mauck, Risk Management

Date: _____ Date: _____

APPROVED AS TO FISCAL PROVISIONS:

By: _____
Gary Giboney, Auditor-Controller

Date: _____

PEACE OFFICERS APPROVALS

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

PEACE OFFICERS APPROVALS (CONTINUED)

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

PEACE OFFICERS APPROVALS (CONTINUED)

By: _____ Date: _____
Michael Calhoun, Police Chief
City of Carmel-by-the-Sea Police Department

PEACE OFFICERS APPROVALS (CONTINUED)

By: _____ Date: _____
Paul D. Miller, Police Chief
City of Gonzales Police Department

PEACE OFFICERS APPROVALS (CONTINUED)

By: _____ Date: _____
Adele Frese`, Police Chief
City of Greenfield Police Department

PEACE OFFICERS APPROVALS (CONTINUED)

By: _____ Date: _____
Anthony Sollecito, Police Chief
King City Police Department

PEACE OFFICERS APPROVALS (CONTINUED)

By: _____ Date: _____
Edmundo Rodriguez, Police Chief
City of Marina Police Department

PEACE OFFICERS APPROVALS (CONTINUED)

By: _____ Date: _____
Dave Hober, Police Chief
City of Monterey Police Department

PEACE OFFICERS APPROVALS (CONTINUED)

By: _____ Date: _____
Steve Belcher, Interim Police Chief
City of Pacific Grove Police Department

PEACE OFFICERS APPROVALS (CONTINUED)

By: _____ Date: _____
Vicki L.H. Myers, Police Chief
City of Seaside Police Department

PEACE OFFICERS APPROVALS (CONTINUED)

By: _____ Date: _____
Kelly McMillin, Police Chief
City of Salinas Police Department

PEACE OFFICERS APPROVALS (CONTINUED)

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

PEACE OFFICERS APPROVALS (CONTINUED)

By: _____ Date: _____
Eric C. Sills, Police Chief
City of Soledad Police Department

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.

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

Among the following agencies:

MONTEREY COUNTY HEALTH DEPARTMENT
Behavioral Health Bureau
Acute & Legal Services

And

PEACE OFFICERS
listed as follows:

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

INTER-AGENCY AGREEMENT

I. DECLARATION

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

II. BACKGROUND

A. Primary Target Population

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

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

B. PEACE OFFICER(S) Access to BHCNT

PEACE OFFICER(S) will access the BHCNT:

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

III. PURPOSE

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

A. Expected Outcomes

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

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

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

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

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

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

IV. PRINCIPLES OF AGREEMENT

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

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

V. GENERAL PROVISIONS

A. MUTUAL INDEMNIFICATION

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

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

B. INSURANCE

1. Evidence of Coverage:

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

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

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

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

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

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

3. Other Insurance Requirements:

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

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

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

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

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

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

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

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

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

C. TERM

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

D. MEETING/COMMUNICATION

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

VI. EXHIBITS

The following exhibit is attached and incorporated herein by reference:

- Exhibit A – Duties and Responsibilities

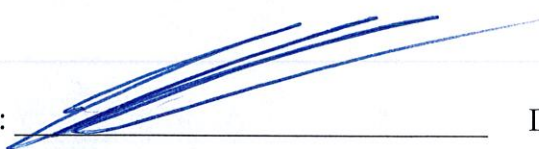
VII. NOTICE

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

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

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

COUNTY OF MONTEREY

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

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

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

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

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

By: _____ Date: _____
Nick Baldiviez, Police Chief
City of King City



Monterey County

Board Order

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

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

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

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

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

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

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

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

By 
Deputy



Monterey County

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

Board Report

Legistar File Number: A 13-043

May 14, 2013

Introduced: 3/27/2013

Current Status: Agenda Ready

Version: 1

Matter Type: BoS Agreement

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

RECOMMENDATION:

It is recommended that the Board of Supervisors:

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

SUMMARY/DISCUSSION:

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

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

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

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

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

OTHER AGENCY INVOLVEMENT:

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

FINANCING:

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

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

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

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

Attachment: Agreement is on file with Clerk of the Board

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

COUNTY OF MONTEREY

By: _____ Date: _____

Ray Bullick, Director of Health
Department of Health

By: _____ Date: _____

Scott Miller, Sheriff
Office of the Sheriff

By: _____ Date: 7-15-11

Barl Lawson, Police Chief
California State University Monterey Bay


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

By: _____ Date: _____

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

By: _____ Date: _____

Joe Grebmeier, Police Chief
City of Greenfield

By: _____ Date: _____

Nick Baldiviez, Police Chief
City of King City

By: _____ Date: _____

Edmundo Rodriguez, Police Chief
City of Marina



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

MEMORANDUM FOR RECORD

FROM: John Fitzgibbon
Associate Vice President
Finance

DATE: February 25, 2011

RE: Delegation of Authority to Arthur Evjen

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

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

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

COUNTY OF MONTEREY

By: _____ Date: _____
Ray Bullick, Director of Health
Department of Health

By: _____ Date: _____
Scott Miller, Sheriff
Office of the Sheriff

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

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

By: _____ Date: _____
Joe Grebmeier, Police Chief
City of Greenfield

By: _____ Date: _____
Nick Baldiviez, Police Chief
City of King City

By: _____ Date: _____
Edmundo Rodriguez, Police Chief
City of Marina

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

RESOLUTION 2011-14

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

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

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

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

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

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

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

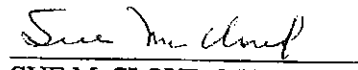
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CARMEL-BY-THE-SEA on this 5th day of April, 2011 by the following roll call vote:

AYES: COUNCIL MEMBERS: BURNETT; HAZDOVAC; SHARP;
TALMAGE & McCLOUD

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

SIGNED:


SUE McCLOUD, MAYOR

ATTEST:


Heidi Burch, City Clerk

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

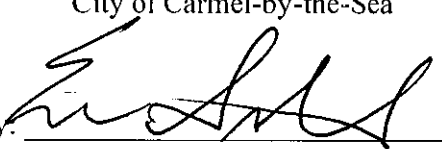
COUNTY OF MONTEREY

By: _____ Date: _____
Ray Bullick, Director of Health
Department of Health

By: _____ Date: _____
Scott Miller, Sheriff
Office of the Sheriff

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

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

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

By: _____ Date: _____
Nick Baldiviez, Police Chief
City of King City

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the City Council of the City of Greenfield this 13th day of November, 2012, by the following votes:

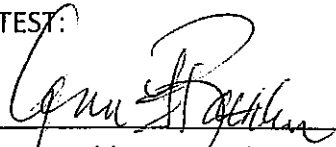
AYES: Mayor Huerta, Mayor Pro-tem Gonzalez, Councilmember Moreno, Councilmember Hurley and Councilmember Vazquez

NOES: None

ABSENT: None

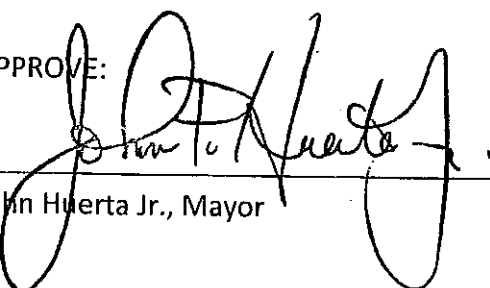
ABSTAIN: None

ATTEST:



Ann F. Rathbun, City Clerk

APPROVE:



John Huerta Jr., Mayor

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

COUNTY OF MONTEREY

By: _____ Date: _____

Ray Bullick, Director of Health
Department of Health

By: _____ Date: _____

Scott Miller, Sheriff
Office of the Sheriff

By: _____ Date: _____

Earl Lawson, Police Chief
California State University Monterey Bay

By: _____ Date: _____

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

By: _____ Date: _____

Joe Grebmeier, Police Chief
City of Greenfield

By: Nick Baldvies Date: 2/5/13

Nick Baldvies, Police Chief
City of King City

RESOLUTION NO. 2013-4407

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

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

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

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

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

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

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

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

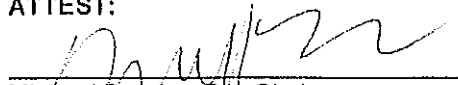
AYES: Cullen, Victoria, Hughes, Jernigan, Hendrickson

NAYS:

ABSENT:

ABSTAIN:

ATTEST:



Michael Powers, City Clerk

APPROVED:



Robert Cullen, Mayor

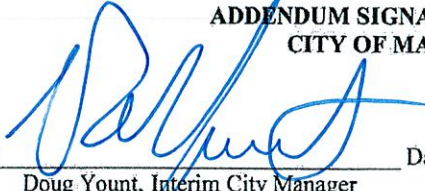
APPROVED AS TO FORM:



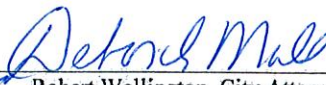
Roy Hanley, City Attorney

MONTEREY COUNTY
BEHAVIORAL HEALTH CRISIS NEGOTIATION TEAM
INTER-AGENCY AGREEMENT

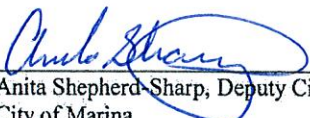
ADDENDUM SIGNATURE PAGE
CITY OF MARINA

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

APPROVED AS TO FORM

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

ATTEST

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

City of Marina Resolution NO. 2012-142 Date: _____



CITY OF MARINA

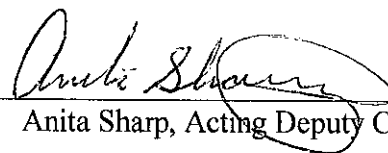
211 Hillcrest Avenue
Marina, CA 93933
831-884-1278; FAX 831-384-9148
www.ci.marina.ca.us

CERTIFICATE OF THE CITY CLERK

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

WITNESS MY HAND AND THE SEAL OF THE CITY OF MARINA

Date: September 26, 2012



Anita Sharp, Acting Deputy City Clerk

RESOLUTION NO 2012-142

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

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

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

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

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

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

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

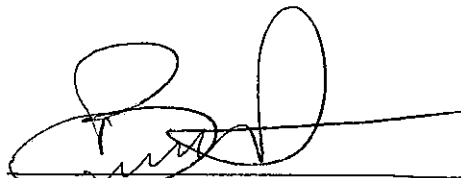
PASSED AND ADOPTED by the City Council of the City of Marina at a regular meeting duly held on the 18th day of September 2012, by the following vote:

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

NOES, COUNCIL MEMBERS: None

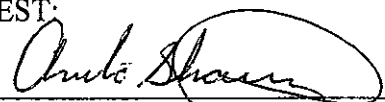
ABSENT, COUNCIL MEMBERS: None

ABSTAIN, COUNCIL MEMBERS: None



Bruce C. Delgado, Mayor

ATTEST:



Anita Sharp, Deputy City Clerk

COUNTY OF MONTEREY (continued)

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

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

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

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

By: _____ Date: _____
Eric Sills, Police Chief
City of Soledad

By: _____ Date: _____
Vicki Myers, Police Chief
City of Seaside

RESOLUTION NO. 11-017 C.S.

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

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

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

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

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

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

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

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

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

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

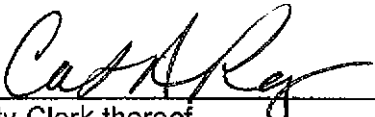
AYES: 5 COUNCILMEMBERS: Della Sala, Downey, Haferman, Selfridge, Sollecito

NOES: 0 COUNCILMEMBERS: None

ABSENT: 0 COUNCILMEMBERS: None

ATTEST:

APPROVED



City Clerk thereof



Mayor of said City

MONTEREY POLICE DEPARTMENT

TO: City Manager

FROM: Chief of Police

DATE: February 10, 2011

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

RECOMMENDATION

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

POLICY IMPLICATIONS

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

FISCAL IMPLICATIONS

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

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

ENVIRONMENTAL DETERMINATION

Not a project, and therefore exempt from CEQA review.

ALTERNATIVES CONSIDERED

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

DISCUSSION

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

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

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

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

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

TIM SHELBY
Chief of Police

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

COUNTY OF MONTEREY (continued)

By: _____ Date: _____

Tim Shelby, Police Chief
City of Monterey

By: Thomas Frutchey Date: 3.23.11

Thomas Frutchey, Police Chief

Thomas Frutchey, City Manager
City of Pacific Grove

By: _____ Date: _____

Louis H. Fetherolf, Police Chief
City of Salinas

By: _____ Date: _____

J. Michael Klein, Police Chief
City of Sand City

By: _____ Date: _____

Eric Sills, Police Chief
City of Soledad

By: _____ Date: _____

Vicki Myers, Police Chief
City of Seaside

RESOLUTION NO. 11-014

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

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

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

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

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

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

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

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

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

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

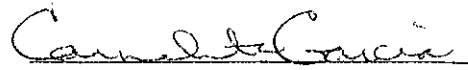
PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF PACIFIC GROVE
This 2nd day of March, 2011, by the following vote:

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

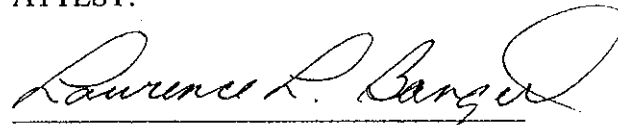
NOES: None

ABSENT: None

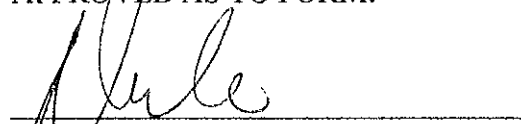
APPROVED:


CARMELITA GARCIA, Mayor

ATTEST:


LAWRENCE L. BANGERT, City Clerk

APPROVED AS TO FORM:


DAVID C. LAREDO, City Attorney

COUNTY OF MONTEREY (continued)

By: _____ Date: _____

Douglas A. Yount, City Manager
City of Marina

By: _____ Date: _____

Edmundo Rodriguez, Police Chief
City of Marina

By: _____ Date: _____

Philip J. Penko, Police Chief
City of Monterey

By: _____ Date: _____

Darius Engles, Police Chief
City of Pacific Grove

By: _____ Date: 3/21/13


Kelly McMillin, Police Chief
City of Salinas

By: _____ Date: _____

J. Michael Klein, Police Chief
City of Sand City

By: _____ Date: _____

Eric Sills, Police Chief
City of Soledad

By: _____ Date: _____

Vicki Myers, Police Chief
City of Seaside

RESOLUTION NO 20314 (N.C.S.)

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

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

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

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

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

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

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

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

NOES: None

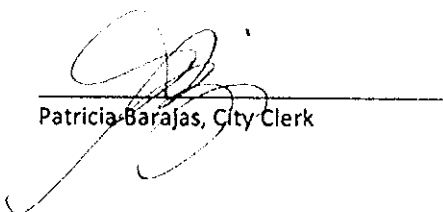
ABSENT: Councilmember Lutes

ABSTAIN: None



Joe Gunter, Mayor

ATTEST:



Patricia Barajas, City Clerk

COUNTY OF MONTEREY (continued)

By: _____ Date: _____
Tim Shelby, Police Chief
City of Monterey

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

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

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

By: _____ Date: _____
Eric Sills, Police Chief
City of Soledad

By: _____ Date: _____
Vicki Myers, Police Chief
City of Seaside

CITY OF SAND CITY

RESOLUTION SC 11-24, 2011

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

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

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

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

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

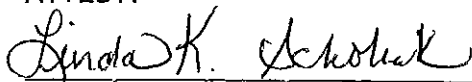
WHEREAS, the term of the inter-agency agreement shall become effective when fully executed by the parties herein, and shall remain in effect unless renewed or renegotiated upon mutual written consent of all parties.

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

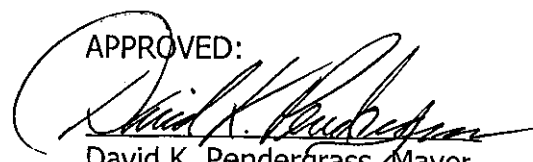
PASSED AND ADOPTED by the City Council of the City of Sand City this 15th day of February, 2011, by the following votes:

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

ATTEST:


Linda K. Scholink, City Clerk

APPROVED:


David K. Pendergrass, Mayor

COUNTY OF MONTEREY (continued)

By: _____ Date: _____

Douglas A. Yount, City Manager
City of Marina

By: _____ Date: _____

Edmundo Rodriguez, Police Chief
City of Marina

By: _____ Date: _____

Philip J. Penko, Police Chief
City of Monterey

By: _____ Date: _____

Darius Engles, Police Chief
City of Pacific Grove

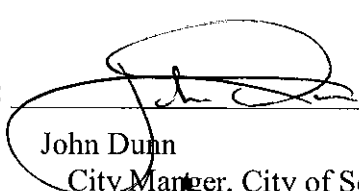
By: _____ Date: _____

Kelly McMillin, Police Chief
City of Salinas

By: _____ Date: _____

J. Michael Klein, Police Chief
City of Sand City

By: _____ Date: Mar. 12, 2013


John Dunn
City Manager, City of Seaside

By: _____ Date: _____

Eric Sills, Police Chief
City of Soledad

RESOLUTION NO. 2013-17

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

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

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

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

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

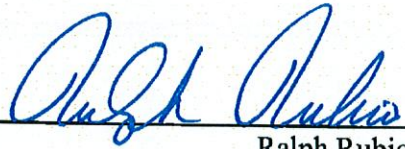
WHEREAS, the City Council finds participation in the proposed agreement will positively benefit the City of Seaside, the Seaside Police Department, and individuals in crisis within the City of Seaside, and;

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

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

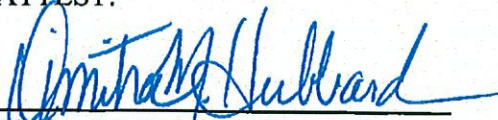
PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Seaside, duly held on the 7th day of March, 2013 by the following vote:

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



Ralph Rubio, Mayor

ATTEST:



Dimitra M. Hubbard, City Clerk

COUNTY OF MONTEREY (continued)

By: _____ Date: _____

Douglas A. Yount, City Manager
City of Marina

By: _____ Date: _____

Edmundo Rodriguez, Police Chief
City of Marina

By: _____ Date: _____

Philip J. Penko, Police Chief
City of Monterey

By: _____ Date: _____

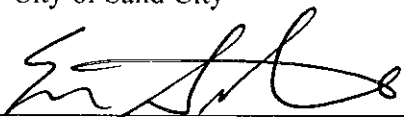
Darius Engles, Police Chief
City of Pacific Grove

By: _____ Date: _____

Kelly McMillin, Police Chief
City of Salinas

By: _____ Date: _____

J. Michael Klein, Police Chief
City of Sand City

By:  _____ Date: 2/4/13

Eric Sills, Police Chief
City of Soledad

By: _____ Date: _____

Vicki Myers, Police Chief
City of Seaside

RESOLUTION NO. 4821

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

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

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

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

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

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

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

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

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

NOES, Councilmembers: None.

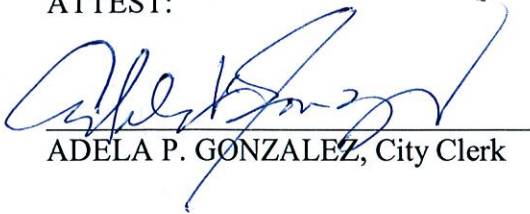
ABSENT, Councilmember: None.

ABSTAIN, Councilmembers: None.



FRED J. LEDESMA, Mayor

ATTEST:


ADELA P. GONZALEZ, City Clerk

COUNTY OF MONTEREY

CONTRACTS/PURCHASING

Mike Derr, Contracts/Purchasing Officer

Date: _____

APPROVED AS TO CONTENT:

Wayne W. Clark, PhD
Behavioral Health Director

Date: 10/1/12

APPROVED AS TO LEGAL FORM:

CHARLES J. McKEE, County Counsel

Stacy L. Saelta, Deputy County Counsel

Date: 10/5/12

APPROVED AS TO FISCAL PROVISIONS:

MICHAEL J. MILLER, Auditor-Controller

Gary Giboney
Chief Deputy Auditor-Controller

Date: 10-8-12

APPROVED AS TO LEGAL FORM:

STEVEN F. MAUCK, Risk Manager

COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY/

STEVEN F. MAUCK, Risk Manager

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

EXHIBIT A

DUTIES AND RESPONSIBILITIES

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

A. BEHAVIORAL HEALTH CRISIS NEGOTIATION TEAM AGREES TO:

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

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

B. MONTEREY COUNTY PEACE OFFICERS' ENTITIES AGREE TO:

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



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kurt Overmeyer, Economic Development Manager

DATE: December 1, 2016

**SUBJECT: ECONOMIC DEVELOPMENT PRESENTATION ON THE USE OF
COMMUNITY REVITALIZATION AND INVESTMENT
AUTHORITIES (CRIA) AND ENHANCED INFRASTRUCTURE
FINANCING DISTRICTS (EIFD)**

PURPOSE

To discuss the potential benefits of Community Revitalization and Investment Authority and Enhanced Infrastructure Finance Districts.

RECOMMENDATION

Staff recommends that City Council receive a presentation regarding the available tax increment financing districts.

BACKGROUND

Over the past several years, the State of California has created two types of Tax Increment Financing Districts to assist local governments in delivering key infrastructure and economic development projects. The Enhanced Infrastructure Financing District (EIFD) allows cities to set up a financing district in greenfield and infill sites in order to finance project infrastructure needs. The Community Revitalization and Investment Authority (CRIA) can be used to create a plan for revitalizing a large area and providing financing for both infrastructure and economic development projects.

Community Revitalization and Investment Authority

In September of 2015 the Governor signed AB 2 which set up the Community Revitalization and Investment Authority (CRIA). A CRIA is a scaled down version of a Redevelopment Agency focused on areas with high crime, high unemployment, deteriorated infrastructure or deteriorated structures. A CRIA has most of the powers of a Redevelopment Agency, however

the CRIA's eligibility is based on measurable indicators of being a disadvantaged community rather than on a finding of "blight."

Eligibility

In order for an area to be eligible for CRIA formation, the 80% area must have median household income less than 80% of the statewide annual median and must meet at least 3 of the four following conditions. Former Military Bases can also form CRIAs:

- Unemployment is at least 3% higher than the statewide median unemployment level
- The crime rate is 5% higher than the statewide median
- The area has deteriorated or inadequate infrastructure (locally determined)
- The area has deteriorated commercial or residential structures.

Powers

A CRIA can do all of the following:

- Fund rehab, repair, upgrade and construction of infrastructure
- Provide low and moderate income housing
- Remedy hazardous waste
- Provide seismic retrofitting to existing buildings
- Acquire and transfer real property
- Issue bonds
- Borrow money, receive grants and accept financial assistance
- Adopt an investment plan
- Make loans or grants for rehab or retrofitting of existing structures in the area
- Construct structures necessary for air rights
- Provide direct assistance to businesses in the plan area in connection with new or existing industrial or manufacturing facilities

Funding

A CRIA is funded via tax increment financing. When a CRIA is implemented, the property tax base is frozen and the CRIA retains any property taxes in excess of the baseline. However, the taxing entities must agree to participate and divert taxes to the newly formed CRIA. Certain entities, like school districts, cannot participate in funding a CRIA. The district is required to set aside at least 25% for the purpose of improving and preserving the stock of affordable housing in the area.

Can Seaside Create a CRIA

Seaside has a substantial amount of land that has been part of the Fort Ord base closure and reuse. This land is automatically eligible and will require significant investment in the near and medium term. In the part of the City that is not part of the former Fort Ord, staff believes that a number of areas can meet the requirements, and that these areas largely are adjacent to commercial areas that are in need of attention. A further analysis will be required, but it appears that much of the area south of Seaside Highlands will qualify.

The City should work with the County to get some share of the County increment (20-25% of

property taxes collected, depending on the tax area). Initial discussions indicate that as long as there are some shared goals, the County may be open to some sharing.

What Next?

The City will need to hire a consultant familiar with the formation of special districts such as this. The consultant will analyze the area and determine what parts of the City are eligible. The consultant will then develop an initial plan based on the eligible areas, and this plan will be used to garner support with the various taxing entities willing to participate. Once agreement with taxing entities has been achieved, the City will pass resolutions forming the district(s). At this point the newly formed agency can issue debt, commence on plan related projects and develop various programs to encourage private investment. Consultants typically charge between \$60,000 and \$80,000 for this work.

FISCAL IMPACT

None at this time.

ATTACHMENTS

1. None.
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Gloria Sterns, Economic Development Manager

DATE: December 1, 2016

**SUBJECT: PRESENTATION OF BUSINESS RETENTION AND EXPANSION
PLAN CITYWIDE, BEGINNING WITH WEST BROADWAY.**

PURPOSE

The purpose of this item is for City Council to receive a presentation from Economic Development about an item in the 6-month strategic plan titled "Develop and implement a Business Retention and Expansion Plan citywide, beginning with West Broadway." This presentation outlines steps necessary for business retention and expansion, as well as complementary steps like placemaking and branding.

RECOMMENDATION

It is recommended that Council receive the presentation.

BACKGROUND

The 6-month strategic plan from July 2016 to January 2017 has an item titled "Develop and implement a Business Retention and Expansion Plan citywide, beginning with West Broadway" to create vibrant, sustainable economic development. City Staff have collaborated to establish a plan to visit and retain businesses, with an initial emphasis on Broadway. Complementary elements, such as placemaking and branding are also included.

Repeated business visits on Broadway have already been conducted and are ongoing. City staff have worked with businesses and owners on issues like pop-up events, PACE financing, safety issues, building appearances, and business consulting. Several businesses on Broadway now share concerns with staff. Plans are underway for extensive outreach prior to and during traffic improvements on Broadway. Real estate inquiries and deals have increased due to staff tours. Property owners are being contacted proactively.

As Broadway starts to develop stronger business-City relationships, this effort will be directed

to additional commercial areas in the city including Fremont and Del Monte.

There are numerous partnerships that complement Seaside's economic development efforts. These include : CSUMB, FORA, Business Council, MBEP, CCMA, SBDC, and various chambers and visitor's associations.

Technology can impact economic development efforts, and plans for implementing useful technology are underway, while some have already happened.

Events, placemaking and branding all impact the image of a city. While we all know and love Seaside, we need to ensure that the image being projected is conducive to fostering investment in the community.

FISCAL IMPACT

There is no fiscal impact on the General Fund at this time.

ATTACHMENTS

1. None.
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Lesley Milton-Rerig, City Clerk

DATE: December 1, 2016

SUBJECT: **CONSIDERATION OF RESCISSION OF: 1) RESOLUTION NO. 16- 97 AMENDING THE SEASIDE GENERAL PLAN TO INCORPORATE THE CENTRAL COAST VETERANS CEMETERY, MONUMENT VILLAGE, AND SEASIDE HORSE PARK SPECIFIC PLAN (FORMERLY KNOWN AS THE MONTEREY DOWNS AND MONTEREY HORSE PARK AND CENTRAL COAST VETERANS CEMETERY SPECIFIC PLAN) ADOPTED ON NOVEMBER 10, 2016; 2) ORDINANCE NO.1031 ADOPTING THE CENTRAL COAST VETERANS CEMETERY, MONUMENT VILLAGE, AND SEASIDE HORSE PARK SPECIFIC PLAN (FORMERLY REFERRED TO AS THE “MONTEREY DOWNS AND MONTEREY HORSE PARK AND CENTRAL COAST VETERANS CEMETERY SPECIFIC PLAN” ADOPTED ON NOVEMBER 17, 2016, AND 3) ORDINANCE NO. 1032 AMENDING TITLE 17 OF THE SEASIDE MUNICIPAL CODE AND THE OFFICIAL ZONING DISTRICT MAP (Z 12-02) TO INCLUDE THE CENTRAL COAST VETERANS CEMETERY, MONUMENT VILLAGE, AND SEASIDE HORSE PARK SPECIFIC PLAN (FORMERLY REFERRED TO AS THE “MONTEREY DOWNS AND MONTEREY HORSE PARK AND CENTRAL COAST VETERANS CEMETERY SPECIFIC PLAN”) ADOPTED ON NOVEMBER 17, 2016. THE COUNCIL WILL ALSO CONSIDER DIRECTION TO STAFF TO TAKE ANY AND ALL ACTION NECESSARY TO EFFECTUATE THE RESCISSION OF THE PROJECT APPROVALS AND TO FURTHER REMAND THE MATTER TO THE PLANNING COMMISSION FOR POSSIBLE PROJECT REVISIONS AND FURTHER CONSIDERATION.**

PURPOSE

The City Council, at meetings on November 10, 2016, and November 17, 2016, approved

amendments to the General Plan, adopted a Specific Plan, and adopted revisions to the City's Municipal Code and official Zoning District Map for the proposed Central Coast Veterans Cemetery, Monument Village, and Seaside Horse Park Specific Plan (formerly known as the Monterey Downs and Monterey Horse Park and Central Coast Veterans Cemetery Specific Plan). The Project Applicant, Monterey Downs, LLC, informed the City on November 22, 2016, that they do not wish to proceed with the project as currently approved, and declined at this time to enter into an indemnification agreement as required by the approvals for the General Plan Amendment, Specific Plan, and Zone Text and Map Amendments. Therefore, the City Council will consider rescission of the approvals, direction to staff to effectuate that rescission, and remand the Project to the Planning Commission for consideration of further Project Revisions that Project Applicant may wish to propose.

RECOMMENDATION

It is recommended that the City Council take the following actions regarding the subject applications:

1. Consider Rescission of Resolution No. 16-97 Amending the General Plan, Ordinance No. 1031 Adopting the Central Coast Veterans Cemetery, Monument Village, and Seaside Horse Park Specific Plan, and Ordinance No. 1032 amending the Municipal Code and Official Zoning District Map.
2. Consider Direction to staff to take necessary steps to effectuate rescission of the foregoing approvals
3. Consider Remanding the Central Coast Veterans Cemetery, Monument Village, and Seaside Horse Park Specific Plan project to the Planning Commission for consideration of possible project revisions as may be proposed by the Project Applicant.

BACKGROUND

There is no written report for this item. A verbal discussion will take place at the meeting.

FISCAL IMPACT

None.

ATTACHMENTS

1. None.
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