

City Hall
 City of Calipatria
 September 27, 2011
 6 PM

REGULAR MEETING OF THE CITY COUNCIL
 OF THE CITY OF CALIPATRIA

TENTATIVE MINUTES
TURN OFF ALL ELECTRONIC DEVICES

CALL TO ORDER: 6:02pm

PLEDGE OF ALLEGIANCE: *Cervantes*

INVOCATION: *Smerdon*

ROLL CALL: Mayor Raul Navarro, Mayor Pro Tem, Trevor Green, Hector Cervantes, Fred R. Beltran, Peter Fuentes

PRESENT: *Navarro, Green, Cervantes, Fuentes, Beltran*

ABSENT: *None*

ALSO PRESENT: *B. Smerdon, IPC Mara, K. Lopez, R. Medina*

MAYOR'S MESSAGE/PUBLIC COMMENT

At this time the Council will hear comments on any agenda item and on any item not on this agenda. Personal attacks on individuals, slanderous comments or comments that may invade an individual's privacy are prohibited. If you wish to be heard, please stand and address yourself to the Mayor, we request that you limit your remarks to no more than three (3) minutes. *Ronald Likens, Niland would like to consolidate Niland residents with Calipatria opposing water rate increase. Jimmy Savala, 446 N. Lake. I'm barely keeping the grass alive; last month GSW bill was \$395, why so high? With no moisture the clay is cracking under foundation and the land value has depreciated. The water rate is too high, the GSW plant has been here for ten years, nothing has improved. Maria Frolich, 650 S. International. (Previous 220 Fern St) we went door to door (in Niland) for signatures to oppose water rate but when we had the town meetings there was no participation. We need to come together to oppose this rate hike. Calipatria is becoming Niland, we have the choice of buying groceries or to pay bills. Teresa Velasco spoke in spanish (no interpretation). Alfonso Romero, we need to work together; we are now paying more for water than power. Jesse Rivas- 349 Alexandria St., city tried to buy out water co. twice in the last ten years.*

INFORMATION REPORTS

Fire Report

Library update- Ms. Connie Barrington- *reschedule*

MOTION: *Fuentes* SECOND: *Beltran* VOTE: *Carried*

CONSENT AGENDA

1. Warrants
2. Minutes- September 13th

NEW BUSINESS

MOTION: *Cervantes* SECOND: *Beltran* VOTE: *Carried*
 RESOLUTION 11-48- IPC Mara

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIPATRIA
 APPROVING THIS MEMORANDUM OF AGREEMENT BY AND BETWEEN
 PIONEERS MEMORIAL HEALTHCARE DISTRICT AND THE
 CITY OF CALIPATRIA; MOU EXPIRES JUNE 30, 2013

This agreement made the 1st day of July 2011, by and between Pioneers Memorial
 Healthcare District ("Hospital") and City of Calipatria ("City").

WHEREAS, Hospital owns and operates an acute care hospital within the county of
 Imperial, State of California and provides emergency care 24 hours per day; *and*

WHEREAS, Hospital has established a program to provide aid to local law enforcement
 agencies in investigating and assisting in the prosecution of rape and other sexually
 oriented crimes known as the Adult Sexual Assault Response Team Program (SART).
 The program is operated out of its adult SART Department ("Department").

WHEREAS, the State of California and City have a responsibility to assure that sexual
 assault evidence is gathered according to established medical legal standards; *and*

WHEREAS, Hospital and City are committed to providing the highest quality of care to
 victims of sexual assault; *and*

WHEREAS, hospital and City are part of a multi-jurisdictional cooperative effort
 involving local area hospitals, local law enforcement jurisdictions, advocate agencies and
 other public agencies concerned with assisting victims of sexual assault; *and*

WHEREAS, Hospital and City desire to ensure an organized, effective team response to
 cases of sexual assault in City through a Sexual Assault Response Team ("SART"), with
 the use of Sexual Assault Nurse Examiners ("SANE").

THEREFORE, Hospital and City, in consideration of the covenants, stipulations, and
 terms expressed herein agree as follows:

1. Hospital agrees to provide and maintain a full-time single use SART
 examination room.
2. Hospital agrees that the SART examination room shall be separate from
 Hospital's Emergency Room.
3. Hospital agrees to provide SART services according to the State of
 California Medical Protocol for the Examination of Sexual Assault Victims.
4. Hospital is responsible for ensuring that the service of a SANE is always
 on call.
5. Hospital is responsible for supervision of SART medical personnel.
6. Hospital will develop and maintain policies and procedures for SANE
 examinations conducted in accordance with the California Emergency
 Management Agency (CalEMA), formerly OCJP), protocols and relevant
 standardized requirements.

7. Hospital agrees to provide access to SART examination room for designated non-medical SART members (Designation to be provided by adult SART Department personnel).
8. Hospital will bear the cost of malpractice and liability insurance for its employees and it's SANE.
9. Hospital agrees to bear its own costs of the SART program.
10. Hospital agrees to charge and City agrees to pay fees according to the following schedule:

FEE SCHEDULE

| ITEM | FEE |
|-------------------------|----------|
| SANE with Colposcope | \$5,450. |
| SANE without Colposcope | \$2,550. |
| CONSULTATION/REVIEW | \$360. |
| Victim Exam | \$5,450. |
| Suspect Exam | \$2,550 |

11. Hospital's fee may be adjusted to reflect Consumer Price Index increases in the cost of living. Such fee adjustment will not occur before July 1, 2009 and may occur annually thereafter.
12. City has designated Hospital as the SART hospital for City of Calipatria.
13. City agrees to ensure that on-going law enforcement training is provided to encourage all law enforcement agencies to exclusively use SART examination services at Hospital.
14. The term of this Agreement is two (2) years from the date of execution to June 30, 2013.
15. Either party hereto may terminate this Agreement without cause by giving ninety (90) days written notice to the other party.
16. This Agreement supersedes any an all other agreements, whether oral or written, between the parties with prospect to the subject matter of this Agreement, and no other agreement, statement, or promise relating to the specific subject matter of this Agreement which is no contained herein shall be neither valid or binding.
17. Any amendment, modification or alteration to this Agreement must be executed in writing by both parties to the Agreement.

DISCUSSION/DIRECTION

Golden State Water rate increase-after much discussion; the city was directed to draft a letter of opposition to CPUC, will bring this back to council.

COUNCIL REPORTS:

Beltran: asked Dave Godsey from GSW what the \$16.94 is on the bill? Dave: it's for pipes, service to meter; it's also a tier rate of water usage. Also commended PD for the way they handled the murder/suicide attempt. YES program? Get extra work study?

Fuentes: next meeting for chamber re- origination is October 13th at noon at Archie's Place

Cervantes: went to the league of cities conference in San Francisco, it was great- with what I saw; we are doing a pretty good job.

Green: International Av. How soon for sidewalks, curb and gutter? Have an application for it now.

Navarro: who's in charge of Sorenson? Caltrans. Whos in charge of median? city

STAFF:

Medina: *None*

MOTION: *Beltran* SECOND: *Cervantes* VOTE: *Carried*
ADJOURN: *7:12pm*