

**TAFT CITY COUNCIL/SUCCESSOR AGENCY  
JOINT REGULAR MEETING AGENDA  
TUESDAY, NOVEMBER 4, 2014  
CITY HALL COUNCIL CHAMBERS  
209 E. KERN ST., TAFT, CA 93268**

*AS A COURTESY TO ALL - PLEASE TURN OFF CELL PHONES*

**Any writings or documents provided to a majority of the City Council regarding any item on this agenda are made available for public inspection in the lobby at Taft City Hall, 209 E. Kern Street, Taft, CA during normal business hours (SB 343).**

**REGULAR MEETING**

**6:00 P.M.**

Pledge of Allegiance

Invocation

Roll Call: Mayor Linder  
Mayor Pro Tem Krier  
Councilmember Miller  
Councilmember Noerr  
Councilmember Waldrop

- 1. COMMENDATION**
- 2. CITIZEN REQUESTS/PUBLIC COMMENTS**

THIS IS THE TIME AND PLACE FOR THE GENERAL PUBLIC TO ADDRESS THE CITY COUNCIL ON MATTERS WITHIN ITS JURISDICTION. STATE LAW PROHIBITS THE COUNCIL FROM ADDRESSING ANY ISSUE NOT PREVIOUSLY INCLUDED ON THE AGENDA. COUNCIL MAY RECEIVE COMMENT AND SET THE MATTER FOR A SUBSEQUENT MEETING. PLEASE LIMIT COMMENTS TO FIVE MINUTES.

- 3. COUNCIL STATEMENTS (NON ACTION)**
- 4. PLANNING COMMISSION REPORT**
- 5. DEPARTMENT REPORTS**
- 6. CITY MANAGER STATEMENTS**
- 7. CITY ATTORNEY STATEMENTS**
- 8. FUTURE AGENDA REQUESTS**

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**CONSENT CALENDAR ITEMS 9 - 21**

All items listed on the Consent Calendar shall be considered routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless a member of the City Council requests specific items to be removed from the Consent Calendar for separate action. Any item removed from the Consent Calendar will be considered after the regular business items.

Are there any items on the consent calendar that any member of the public would like to comment on?

- 9. MINUTES**  
October 21, 2014 Regular

**Recommendation** – Approve as submitted.

**10. PAYMENT OF BILLS**

Warrant# 10-24-2014 Check No. 78516-78607 \$564,525.17

**Recommendation** – Approve payment of the bills.

**11. RESOLUTION TO DESIGNATE CONFLICT OF INTEREST STATEMENT FILERS PURSUANT TO THE POLITICAL REFORM ACT OF 1974**

**Recommendation** - Motion to accept and file the 2014 Local Agency Biennial Notice and adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT DESIGNATING CERTAIN POSITIONS REQUIRING FILING OF CONFLICT OF INTEREST STATEMENTS PURSUANT TO THE POLITICAL REFORM ACT OF 1974, AND REPEALING AND REPLACING RESOLUTION NO. 3174-10.**

**12. DOWNTOWN IMPROVEMENT PROJECTS**

**Recommendation** - Motion to appropriate \$22,524 out of capital reserves to complete downtown improvement projects.

**13. WALLACE GROUP TASK ORDER SSMP AUDIT**

**Recommendation** – Motion to approve a contract with Wallace Group in the amount of \$11,700 for the Sewer System Management Plan audit and allocate funds from capital reserves.

**14. PUBLIC WORKS & CORRECTIONAL FACILITY MAINTENANCE POSITIONS**

**Recommendation**- Motion to approve **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AMENDING THE POSITION CLASSIFICATION PLAN AND ESTABLISHING CORRESPONDING COMPENSATION RATES**

**15. APPROVE MEMORANDUM OF UNDERSTANDING (MOU) WITH CDCR AND THE KERN COUNTY DISTRICT ATTORNEY'S OFFICE FOR PRISON PROSECUTION CASES**

**Recommendation** – Motion to approve the MOU between the California Department of Corrections and Rehabilitation, Taft Modified Community Correctional Facility and Kern County District Attorney and authorize City Manager and Chief of Police to execute agreement.

**16. APPROVAL OF ADDENDUM TO MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TAFT AND SEIU**

**Recommendation** – Motion to approve the Addendum to the Memorandum of Agreement between the City of Taft and the SEIU.

**17. APPROVAL OF AMENDED MANAGEMENT/SUPERVISORY/CONFIDENTIAL COMPENSATION PLAN**

**Recommendation** – Motion to approve the Addendum to the Management/Supervisory/Confidential Compensation Plan.

**18. APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TAFT AND THE TAFT POLICE MANAGEMENT GROUP**

**Recommendation** – Motion to approve the Memorandum of Agreement between the City of Taft and Taft Police Management Group.

**19. APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TAFT AND THE TAFT POLICE OFFICERS ASSOCIATION**

**Recommendation** – Motion to approve the Memorandum of Agreement between the City of Taft and Taft Police Officers Association.

**20. APPROVAL OF AMENDED DEPARTMENT HEADS BENEFIT AND COMPENSATION PLAN**

**Recommendation** – Motion to approve the Addendum to the Department Heads Benefits Compensation Plan Supplemental Pay to Current Employees not covered under an MOU or Compensation Plan.

**21. CONTRACTS WITH WALLACE GROUP AND DOWNEY BRAND**

**Recommendation** – Motion to approve contract amendments with Wallace Group and Downey Brand not to exceed \$10,000 respectively, and allocate \$20,000 from sewer reserves for expenses associated with March 2013 sewer spill and subsequent Notice of Violation.

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**CLOSED SESSION**

- A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Government Code Section 54956.9(b) – one (1) undisclosed case.
- B. CONFERENCE WITH LABOR NEGOTIATOR, CRAIG JONES, CITY MANAGER, Government Code 54957.6 – All units.
- C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9 (a) – City of Taft vs. CDCR.

**ADJOURNMENT**

**AMERICANS WITH DISABILITIES ACT  
(Government Code Section 54943.2)**

The City of Taft City Council Chamber is accessible to persons with disabilities. Disabled individuals who need special assistance (including transportation) to attend or participate in a meeting of the Taft City Council may request assistance at the Office of the City Clerk, City of Taft, 209 E. Kern Street, Taft, California or by calling (661) 763-1222. Every effort will be made to reasonably accommodate individuals with disabilities by making meeting material available in alternative formats. Requests for assistance should be made five (5) working days in advance of a meeting whenever possible.

**AFFIDAVIT OF POSTING**

I, Alina Megerdom, declare as follows:

That I am the City Clerk for the City of Taft; that an agenda was posted on a public information bulletin board located near the door of the Civic Center Council Chamber on October 30, 2014, pursuant to 1987 Brown Act Requirements.

I declare under penalty of perjury that the foregoing is true and correct.  
Executed October 30, 2014, at Taft, California.

Date/Time \_\_\_\_\_ Signature \_\_\_\_\_

**TAFT CITY COUNCIL/SUCCESSOR AGENCY  
MINUTES  
OCTOBER 21, 2014**

**REGULAR MEETING**

**6:00 P.M.**

The October 21, 2014, regular joint meeting of the Taft City Council/Taft Successor Agency, held in the Council Chamber at Taft City Hall, 209 East Kern Street, Taft, CA 93268, was opened by Mayor Paul Linder at [6:07 PM](#). The Pledge of Allegiance was led by Mayor Pro Tem Krier, followed by an invocation given by Reverend Rodney Wikoff, West Hills Church of the Nazarene.

**PRESENT:** Mayor Paul Linder and Mayor Pro Tem Orchel Krier.  
Council Members Randy Miller, Dave Noerr and Ron Waldrop.  
City Manager Craig Jones; City Attorney Jason Epperson;  
City Clerk Alina Megerdom.

**1. PUBLIC HEARING ON APPROVING THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM INCOME WAIVER FOR HOUSING PROGRAMS**

The Public Hearing was opened at 6:10 PM to receive testimony from proponents and opponents. Being none, the Public hearing was closed.

Motion: Moved by Noerr, seconded by Miller, to adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM INCOME WAIVER FOR HOUSING PROGRAMS** (*Resolution No.3629-14*)

**2. PUBLIC HEARING ON REVISION OF THE COUNTYWIDE SITING ELEMENT OF THE KERN COUNTY AND INCORPORATED CITIES INTEGRATED WASTE MANAGEMENT PLAN (CSE)**

The Public Hearing was opened at 6:12 PM to receive testimony from proponents and opponents. Being none, the Public hearing was closed.

Motion: Moved by Noerr, seconded by Krier, adopt a resolution entitled **REVISION OF THE COUNTYWIDE SITING ELEMENT OF THE KERN COUNTY AND INCORPORATED CITIES INTEGRATED WASTE MANAGEMENT PLAN (CSE) FOR GENERAL UPDATES AND COMPLIANCE WITH PUBLIC RESOURCES CODE, AS AMENDED BY AB 1126 (GORDON)**. (*Resolution 3630-14*)

**3. CITIZEN REQUESTS/PUBLIC COMMENTS**

- Lodema Harch with the Taft Community Garden invited everyone to attend the "Fall into Gardening" event being held on October 25<sup>th</sup> from 9:00am – 12:00pm. Children will receive free pumpkins while supplies last and can participate in the several activities including pumpkin carving with the Taft City Council Members.

**4. COUNCIL STATEMENTS (NON ACTION)**

- **Council Member Waldrop:** There was none.
- **Mayor Prop Tem Krier:** Invited everyone to participate in the many events going on in Taft

over the next few months, including Golf Tournament and Fishing Derby through the Taft Chamber, Taft Community Garden, the community and students are participating, asked the public to stop by and see how much is growing at the garden. At the Stomp and Chomp event they are still looking for eight more teams for the Chili and Rig-Eye Cook off.

- **Council Member Noerr:** There were none.
- **Council Member Miller:** Announced that there is a deserving World War II Veterans seeking to go on the Honor Flight. The WWII Veteran wants his grandson to accompany him as a guardian. The Veteran’s passage, hotel room and transportation is paid for, but the guardian has to pay \$1,200. There is a Fundraising going on Sunday at Arts Corner at 2:00pm. He is asked the public to participate and donate if they can.
- **Mayor Linder:** Encouraged the citizens of Taft to take a drive around town and see all the new construction in town: New homes, new hotel, new business. A lot of good things happening in Taft and he is happy to be a part of it.

5. **DEPARTMENT REPORTS** - There were none.

6. **CITY MANAGER STATEMENTS**

Mr. Jones gave credit to the Chamber of Taft for Oktoberfest. A lot of people enjoy it, it was a perfect weather, nice bands and it was nice to see everyone out there.

7. **CITY ATTORNEY STATEMENTS** - There were none.

8. **FUTURE AGENDA REQUESTS**

- Mayor Pro Tem Krier stated that on December 4<sup>th</sup> 1924, The Rotary Club of Taft was incorporated. He would like the Council to present a proclamation for that date. Asked to have it presented at the December 2<sup>nd</sup> Council Meeting. All Council Members concurred.

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**CONSENT CALENDAR ITEMS 9 - 17**

Motion: Moved by Waldrop, seconded by Krier, to approve consent calendar items 9-17.

AYES: Krier, Miller, Noerr, Waldrop, Linder

9. **MINUTES**

October 6, 2014 Regular

**Recommendation** – Approve as submitted.

10. **PAYMENT OF BILLS**

Warrant#	10-10-2014	Check No. 78412-78514	\$441,519.95
Warrant#	10-10-2014	Check No. 78515	\$ 8,856.50

**Recommendation** – Approve payment of the bills.

11. **TREASURER’S REPORT**

**Recommendation** - Motion to receive and file Treasurer's Report dated October 13, 2014 for the Month of August 2014.

**12. RESOLUTION TO AMEND RESOLUTION #3627-14**

**Recommendation** - Motion to approve a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AMENDING RESOLUTION #3627-14 ADOPTED OCTOBER 7, 2014 CORRECTING DATES AS FOLLOWS.** (*Resolution No. 3631-14*)

**13. VEHICLE PURCHASE/ REPLACEMENT**

**Recommendation** – Motion to accept the low bidder for the purchase of a replacement vehicle for City of Taft Administration in the amount of \$36,897.

**14. SECURITY CAMERAS AT THE WASTERWATER TREATMENT PLANT (WWTP)**

**Recommendation**- Motion to approve the security camera project and to appropriate funds from the WWTP capital reserves in the amount of \$21,658.00.

**15. DISABILITY RETIREMENT – POLICE OFFICER**

**Recommendation** – Motion to approve a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT MAKING THE DETERMINATION THAT DOUGLAS HALLMARK IS DISABLED FOR THE PURPOSE OF THE PUBLIC EMPLOYEE'S RETIREMENT LAW.** (*Resolution No. 3632-14*)

**16. SPECIAL EVENT PERMIT – CITY APPRECIATION CONCERT BY TRUXTON MILE AT 500 BLOCK OF CENTER STREET, NOVEMBER 8, 2014**

**Recommendation** – Motion to approve a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING A SPECIAL EVENT PERMIT, AUTHORIZING RYAN COULTER AND TRUXTON MILE TO HOLD A CITY APPRECIATION CONCERT AT THE 500 BLOCK OF CENTER STREET ON NOVEMBER 8, 2014.** (*Resolution No. 3633-14*)

**17. RATIFY THE PURCHASE AND INSTALLATION OF AN EXCHANGE SERVER**

**Recommendation** - Motion to ratify the emergency purchase of the exchange server and to appropriate funds from capital reserves in the amount of \$18,691.00.

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Council recessed to Closed Session at 6:23 PM.

**CLOSED SESSION**

A. CONFERENCE WITH PROPERTY NEGOTIATOR, CRAIG JONES, CITY MANAGER, Government Code 54956.8 – APN# 032-152-12.

➤ Direction given to Staff.

B. CONFERENCE WITH LABOR NEGOTIATOR, CRAIG JONES, CITY MANAGER, Government Code 54957.6 – All units.

- Direction given to Staff.

**ADJOURNMENT** – With no further business to conduct, the meeting was unanimously adjourned at 7:08 PM.

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Alina Megerdom, City Clerk

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Paul Linder, Mayor

## ACCOUNTS PAYABLE CASH DISBURSEMENTS DISTRIBUTION BY FUND

ALLOWED BY CITY COUNCIL ON \_\_\_\_\_

\$564,525.17 OUT OF FUNDS AS NOTED BELOW

10 GENERAL	\$202,372.74
35 04-HOME-0759	\$0.00
36 ASSET FORFEITURES	\$0.00
38 LANDSCAPE ASSESSMENT DIST	\$756.07
40 CDBG/ HOUSING RLF	\$122.46
41 TARP/RLF	\$0.00
43 CALHOMES	\$0.00
48 HOME RLF/HOUSING	\$12.94
50 CRIME PREVENTION	\$2,477.13
51 CCF FACILITY	\$181,468.99
53 CCF/INMATE WELFARE FUND	\$1,241.30
54 INMATE TRUST ACCOUNT	\$0.00
58 FEDERAL PRISON-WWTP	\$40,248.02
59 CENTRAL GARAGE	\$3,666.10
60 SEWER	\$6,019.99
61 REFUSE	\$44,608.22
62 TRANSIT	\$26,129.01
65 TCDA	\$264.37
67 TCDA / DEBT SRV FND	\$494.39
70 WWTP	\$53,308.84
78 TRUST & AGENCY	\$1,300.00
81 CAPITAL PROJECTS	\$34.60

TOTAL \$564,525.17

	_____ MAYOR
	_____ CITY CLERK
	_____ <i>Christine Bamford</i> CHRISTINE BAMFORD ACCOUNT CLERK I

WARRANT NO. 10/24/2014      DATE: 10/24/14  
CHECK NUMBER 78516-78607

CITY COUNCIL

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CITY OF TAFT, CA  
 ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
78516	10/2014 12:00:00	PRINTED	113	ADT SECURITY SYSTEMS	204.24
78517	10/2014 12:00:00	PRINTED	141	AIR CONTROL SERVICES	883.73
78518	10/2014 12:00:00	PRINTED	149	AIRGAS SAFETY, INC.	147.32
78519	10/2014 12:00:00	PRINTED	300	ARAMARK CORP.	69,921.12
78520	10/2014 12:00:00	PRINTED	370	AUSTINS PEST CONTROL	120.00
78521	10/2014 12:00:00	PRINTED	12651	AUTO ZONE	32.25
78522	10/2014 12:00:00	PRINTED	453	THE BAKERSFIELD CALIFORNIAN	2,317.65
78523	10/2014 12:00:00	PRINTED	12668	BAMFORD, CHRISTINE	82.00
78524	10/2014 12:00:00	PRINTED	646	BINKLEY, TERESA	123.00
78525	10/2014 12:00:00	PRINTED	669	BOB BARKER COMPANY, INC.	4,786.12
78526	10/2014 12:00:00	PRINTED	711	BRENNTAG PACIFIC, INC	4,393.64
78527	10/2014 12:00:00	PRINTED	715	BRIGHT HOUSE NETWORKS	210.02
78528	10/2014 12:00:00	PRINTED	738	BROWN & REICH PETROLEUM INC.	8,987.36
78529	10/2014 12:00:00	PRINTED	824	CA TRANSPORT REFRIGERATION INC.	977.33
78530	10/2014 12:00:00	PRINTED	915	CARQUEST AUTO PARTS	403.08
78531	10/2014 12:00:00	PRINTED	955	CENTRAL SAN JOAQUIN VALLEY RMA	178,294.00
78532	10/2014 12:00:00	PRINTED	1030	CITY OF TAFT-MCCF	4,200.00
78533	10/2014 12:00:00	PRINTED	1017	CLEAN SOURCE	1,483.15
78534	10/2014 12:00:00	PRINTED	1028	CLEROU TIRE COMPANY, INC.	1,442.71
78535	10/2014 12:00:00	PRINTED	1035	COOPER'S TRUE VALUE HOME CENTER	904.43
78536	10/2014 12:00:00	PRINTED	1117	CORELOGIC INFORMATION SOLUTIONS, I	90.00
78537	10/2014 12:00:00	PRINTED	1113	COTA COLE LLP	9,188.04
78538	10/2014 12:00:00	PRINTED	1114	COUNTRY AUTO & TRUCK TAFT	40.71
78539	10/2014 12:00:00	PRINTED	1363	DEPARTMENT OF JUSTICE	1,635.00
78540	10/2014 12:00:00	PRINTED	1416	DIVISION OF THE STATE ARCHITECT	13.20
78541	10/2014 12:00:00	PRINTED	1830	FASTENAL	47.06
78542	10/2014 12:00:00	PRINTED	1845	FEDERAL EXPRESS CORP	78.52
78543	10/2014 12:00:00	PRINTED	1856	FERGUSON ENTERPRISES, INC.	274.46
78544	10/2014 12:00:00	PRINTED	1821	FIA CARD SERVICES	219.00
78545	10/2014 12:00:00	PRINTED	1821	FIA CARD SERVICES	250.56
78546	10/2014 12:00:00	PRINTED	1821	FIA CARD SERVICES	299.56

CITY OF TAFT, CA  
ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
78547	1/2014 12:00:(	PRINTED	1821	FIA CARD SERVICES	304.75
78548	1/2014 12:00:(	PRINTED	1821	FIA CARD SERVICES	660.00
78549	1/2014 12:00:(	PRINTED	1821	FIA CARD SERVICES	761.34
78550	1/2014 12:00:(	PRINTED	1821	FIA CARD SERVICES	1,073.83
78551	1/2014 12:00:(	PRINTED	1821	FIA CARD SERVICES	1,761.49
78552	1/2014 12:00:(	PRINTED	1821	FIA CARD SERVICES	2,634.24
78553	1/2014 12:00:(	PRINTED	1821	FIA CARD SERVICES	4,134.31
78554	1/2014 12:00:(	PRINTED	1821	FIA CARD SERVICES	4,591.23
78555	1/2014 12:00:(	PRINTED	1898	FIRST CHOICE SERVICE	374.67
78556	1/2014 12:00:(	PRINTED	12836	GUADALUPE FLORES	948.86
78557	1/2014 12:00:(	PRINTED	1945	FORKLIFT SPECIALTIES, INC.	24.68
78558	1/2014 12:00:(	PRINTED	2017	GALL'S INC	170.79
78559	1/2014 12:00:(	PRINTED	2040	GENERAL OFFICE	182.90
78560	1/2014 12:00:(	PRINTED	2118	GREAT PACIFIC EQUIPMENT, INC.	395.00
78561	1/2014 12:00:(	PRINTED	2309	HIGH DESERT WIRELESSS BROADBAND C	3,318.75
78562	1/2014 12:00:(	PRINTED	2267	HELT ENGINEERING, INC.	11,338.71
78563	1/2014 12:00:(	PRINTED	2491	INTERNATIONAL COUNCIL OF SHOPPING	150.00
78564	1/2014 12:00:(	PRINTED	2678	JOHNSTONE SUPPLY	777.85
78565	1/2014 12:00:(	PRINTED	2813	KAISER FOUNDATION HEALTH PLAN INC.	38,180.03
78566	1/2014 12:00:(	PRINTED	2921	COUNTY OF KERN	8,386.87
78567	1/2014 12:00:(	PRINTED	2914	KERN ELECTRIC DIST.	643.03
78568	1/2014 12:00:(	PRINTED	2927	KERN TURF SUPPLY INC.	262.52
78569	1/2014 12:00:(	PRINTED	2952	KIMBALL MIDWEST	324.88
78570	1/2014 12:00:(	PRINTED	3154	LEXISNEXIS	170.00
78571	1/2014 12:00:(	PRINTED	3180	LOWE'S COMPANIES, INC.	647.66
78572	1/2014 12:00:(	PRINTED	3220	MAINTENANCE U.S.A.	133.13
78573	1/2014 12:00:(	PRINTED	3359	MELO'S GAS & GEAR	181.88
78574	1/2014 12:00:(	PRINTED	3398	MISSION LINEN SUPPLY	639.54
78575	1/2014 12:00:(	PRINTED	3947	O'LEARYS OFFICE PRODUCTS	16.53
78576	1/2014 12:00:(	PRINTED	3790	OFFICE DEPOT	1,072.38
78577	1/2014 12:00:(	PRINTED	4125	PACIFIC GAS & ELECTRIC	435.27

CITY OF TAFT, CA  
 ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
78578	10/2014 12:00:00	PRINTED	4117	PACIFIC TELEMAGEMENT SERVICES	80.93
78579	10/2014 12:00:00	PRINTED	4427	POWERSTRIDE BATTERY CO. INC.	115.03
78580	10/2014 12:00:00	PRINTED	4430	PREMIER ACCESS DENTAL	3,190.15
78581	10/2014 12:00:00	PRINTED	4454	PUBLIC EMPLOYEES' RETIREMENT SYSTE	49,377.57
78582	10/2014 12:00:00	PRINTED	4913	S & S PRINTING	209.81
78583	10/2014 12:00:00	PRINTED	4964	SAFETY SPEED MANUFACTURING	1,048.00
78584	10/2014 12:00:00	PRINTED	5143	SEVERN TRENT SERVICES	56,817.03
78585	10/2014 12:00:00	PRINTED	4918	SMS HOLDING COMPANY	3,000.00
78586	10/2014 12:00:00	PRINTED	5096	SOUTHERN CALIFORNIA GAS CO.	3,061.77
78587	10/2014 12:00:00	PRINTED	5142	SPARKLETTS & SIERRA SPRINGS	101.05
78588	10/2014 12:00:00	PRINTED	5136	SPRINT	30.00
78589	10/2014 12:00:00	PRINTED	5184	STATE TREASURER'S OFFICE	272.62
78590	10/2014 12:00:00	PRINTED	5187	STATEWIDE TRAFFIC SAFETY & SIGNS	142.44
78591	10/2014 12:00:00	PRINTED	5250	STINSON'S	386.53
78592	10/2014 12:00:00	PRINTED	5262	STOCKDALE VETERINARY HOSPITAL	560.00
78593	10/2014 12:00:00	PRINTED	3179	THE TAFT INDEPENDENT	83.70
78594	10/2014 12:00:00	PRINTED	5560	GEORGE G. ROSS	350.00
78595	10/2014 12:00:00	PRINTED	1010	CITY OF TAFT	166.24
78596	10/2014 12:00:00	PRINTED	6140	VIBUL TANGPRAPHAPHORN,MD	110.00
78597	10/2014 12:00:00	PRINTED	5707	TYLER BUSINESS FORMS	170.39
78598	10/2014 12:00:00	PRINTED	12806	U-CART CEMENT, INC	255.00
78599	10/2014 12:00:00	PRINTED	5770	UNISOURCE - NORTHERN CA	26.86
78600	10/2014 12:00:00	PRINTED	6104	VERIZON CALIFORNIA	494.24
78601	10/2014 12:00:00	PRINTED	6105	VERIZON WIRELES	35.11
78602	10/2014 12:00:00	PRINTED	6211	WALDROPS AUTO PARTS	3.78
78603	10/2014 12:00:00	PRINTED	6226	WALLACE GROUP	23,918.38
78604	10/2014 12:00:00	PRINTED	6350	WEST KERN WATER DISTRICT	10,240.97
78605	10/2014 12:00:00	PRINTED	12411	WEST SIDE HEALTH CARE DISTRICT	5,608.19
78606	10/2014 12:00:00	PRINTED	6399	WESTSIDE WASTE	27,883.00
78607	10/2014 12:00:00	PRINTED	6593	XLDENT	40.00

CITY OF TAFT, CA  
ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
			<b>92 Checks</b>	<b>Cash Account Total:</b>	<b>564,525.17</b>

CITY OF TAFT, CA  
 ACCOUNTS PAYABLE WARRANT REPORT  
 PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
113 -	ADT SECURITY SYSTEMS	524249480	INV	4 12:00:00AM	\$204.24	78516	CVC-QUARTERLY SER 11/01/14-01/31/15	10416 06730
141 -	AIR CONTROL SERVICES	39388	INV	4 12:00:00AM	\$883.73	78517	CVC-AC MAINT/REPAIR	10416 05001
149 -	AIRGAS SAFETY, INC.	9032170873	INV	4 12:00:00AM	\$147.32	78518	MCCF-GLS SFTY GRY/GLV LG/MSK RESPY	51451 05000
300 -	ARAMARK CORP.	3838002044	INV	4 12:00:00AM	\$107.82	78519	PD-10/09/14 POLICE DEPT MEALS	10421 09000
300 -	ARAMARK CORP.	3838002046	INV	4 12:00:00AM	\$11,004.36	78519	MCCF-7/14-9/14 PRVS INCRS IM MLS	51451 03020
300 -	ARAMARK CORP.	3838002042	INV	4 12:00:00AM	\$19,047.58	78519	MCCF- 9/25-10/01/14 IM MLS	51451 03020
300 -	ARAMARK CORP.	3838002048	INV	4 12:00:00AM	\$19,762.76	78519	MCCF- 10/9-10/15/14 IM MLS	51451 03020
300 -	ARAMARK CORP.	3838002045	INV	4 12:00:00AM	\$19,998.60	78519	MCCF-10/2-10/8/14 IM MLS	51451 03020
370 -	AUSTINS PEST CONTROL	102014CH	INV	4 12:00:00AM	\$30.00	78520	CVC-10/20/14 MONTHLY PEST CONTROL	10416 05000
370 -	AUSTINS PEST CONTROL	101314MCCF	INV	4 12:00:00AM	\$90.00	78520	MCCF-10/13/14 BIWKLY PST CNTRL	51451 05000
12651 -	AUTO ZONE	5943155654	INV	4 12:00:00AM	\$32.25	78521	GAR-RADIATOR & CAP	59459 08500
453 -	THE BAKERSFIELD CALIFORNIAN	2596690	INV	4 12:00:00AM	\$708.10	78522	PSNL,ADM-JOB ADVERTISEMENT	10413 08600
453 -	THE BAKERSFIELD CALIFORNIAN	2596690	INV	4 12:00:00AM	\$1,609.55	78522	PSNL,ADM-JOB ADVERTISEMENT	10420 08600
12668 -	BAMFORD, CHRISTINE	101014	INV	4 12:00:00AM	\$82.00	78523	PER DIEM-RIVERSIDE 10/25-10/26/14	10419 02000
646 -	BINKLEY, TERESA	101014	INV	4 12:00:00AM	\$123.00	78524	PER DIEM-RIVERSIDE 10/26-10/28/14	10419 02000
669 -	BOB BARKER COMPANY, INC.	UT1000328400	INV	4 12:00:00AM	\$102.67	78525	MCCF- ORNG SWTSHRTS	51451 08000
669 -	BOB BARKER COMPANY, INC.	UT1000327544	INV	4 12:00:00AM	\$265.39	78525	MCCF- SOAP/BLK SHOES	51451 06750
669 -	BOB BARKER COMPANY, INC.	UT1000328136	INV	4 12:00:00AM	\$670.80	78525	MCCF- NVY TSHRTS	51451 08000
669 -	BOB BARKER COMPANY, INC.	UT1000327579	INV	4 12:00:00AM	\$946.00	78525	MCCF- WRK BTS	51451 08000
669 -	BOB BARKER COMPANY, INC.	UT1000327544	INV	4 12:00:00AM	\$1,371.43	78525	MCCF- SOAP/BLK SHOES	51451 08000
669 -	BOB BARKER COMPANY, INC.	UT1000327544	INV	4 12:00:00AM	\$1,429.83	78525	MCCF- SOAP/BLK SHOES	51451 06900
711 -	BRENNTAG PACIFIC,INC	BPI459143	INV	4 12:00:00AM	\$1,460.23	78526	WWTP-SODIUM BISULFITE	58458 06250
711 -	BRENNTAG PACIFIC,INC	BPI459144	INV	4 12:00:00AM	\$2,933.41	78526	WWTP-SODIUM BISULFITE	58458 06250

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715 - BRIGHT HOUSE NETWORKS		0407724-1014	INV	4 12:00:00AM	\$210.02	78527	PD-10/14 INTERNET SERVICES	10421 02200
738 - BROWN & REICH PETROLEUM INC.		14190	INV	4 12:00:00AM	\$22.05	78528	PLG,CVC,ST,GAR,TRN-10/01-10/15/14 FUEL USA	10415 04250
738 - BROWN & REICH PETROLEUM INC.		14192	INV	4 12:00:00AM	\$84.64	78528	PD,AC-10/01-10/15/14 FUEL USAGE	10431 04250
738 - BROWN & REICH PETROLEUM INC.		14191	INV	4 12:00:00AM	\$202.92	78528	CCF-10/01-10/15/14 FUEL USAGE	51451 04250
738 - BROWN & REICH PETROLEUM INC.		14190	INV	4 12:00:00AM	\$239.31	78528	PLG,CVC,ST,GAR,TRN-10/01-10/15/14 FUEL USA	59459 04250
738 - BROWN & REICH PETROLEUM INC.		14190	INV	4 12:00:00AM	\$346.69	78528	PLG,CVC,ST,GAR,TRN-10/01-10/15/14 FUEL USA	10416 04250
738 - BROWN & REICH PETROLEUM INC.		14190	INV	4 12:00:00AM	\$931.37	78528	PLG,CVC,ST,GAR,TRN-10/01-10/15/14 FUEL USA	10433 04250
738 - BROWN & REICH PETROLEUM INC.		14192	INV	4 12:00:00AM	\$1,246.09	78528	PD,AC-10/01-10/15/14 FUEL USAGE	10421 04250
738 - BROWN & REICH PETROLEUM INC.		10170356	INV	4 12:00:00AM	\$2,663.53	78528	ST-CLEAR BULK DIESEL	10433 04250
738 - BROWN & REICH PETROLEUM INC.		14190	INV	4 12:00:00AM	\$3,250.76	78528	PLG,CVC,ST,GAR,TRN-10/01-10/15/14 FUEL USA	62462 04250
824 - CA TRANSPORT REFRIGERATION INC.		48466	INV	4 12:00:00AM	\$977.33	78529	T-21 ALTERNATOR GM DURAMAX	62462 04200
915 - CARQUEST AUTO PARTS		7305-168804	INV	4 12:00:00AM	\$2.10	78530	P-53 MARKER LAMP	10421 04200
915 - CARQUEST AUTO PARTS		7305-168824	INV	4 12:00:00AM	\$6.02	78530	ST-AC FITTINGx4	10433 06200
915 - CARQUEST AUTO PARTS		7305-168803	INV	4 12:00:00AM	\$12.22	78530	M-38 OIL/AIR FILTERS	10433 04200
915 - CARQUEST AUTO PARTS		7305-168596	INV	4 12:00:00AM	\$12.52	78530	T-15 OIL/AIR FILTERS	62462 04200
915 - CARQUEST AUTO PARTS		7305-168635	INV	4 12:00:00AM	\$12.52	78530	T-21 OIL/AIR FILTERS	62462 04200
915 - CARQUEST AUTO PARTS		7305-168802	INV	4 12:00:00AM	\$12.61	78530	M-37 OIL/AIR FITLERS	10433 04200
915 - CARQUEST AUTO PARTS		7305-168636	INV	4 12:00:00AM	\$12.76	78530	P-34 OIL/AIR FILTERS	10421 04200
915 - CARQUEST AUTO PARTS		7305-168662	INV	4 12:00:00AM	\$15.43	78530	M-29 MIRRORS	10433 04200
915 - CARQUEST AUTO PARTS		7305-168805	INV	4 12:00:00AM	\$22.17	78530	AC-2 OIL/AIR FILTERS/WIPERSx2	10431 04200
915 - CARQUEST AUTO PARTS		7305-168447	INV	4 12:00:00AM	\$26.47	78530	T-21 BEARING	62462 04200
915 - CARQUEST AUTO PARTS		7305-168634	INV	4 12:00:00AM	\$32.97	78530	M-23 MRKR LAMPS/ TURN/TAIL LAMP	10433 04200
915 - CARQUEST AUTO PARTS		7305-168666	INV	4 12:00:00AM	\$37.41	78530	T-14 VALVE COREx2	62462 04200

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915 - CARQUEST AUTO PARTS		7305-168459	INV	4 12:00:00AM	\$39.31	78530	GAR-SNAP RING PLIERS	59459 08500
915 - CARQUEST AUTO PARTS		7305-168461	INV	4 12:00:00AM	\$78.75	78530	T-14 ANTIFREEZE	62462 04200
915 - CARQUEST AUTO PARTS		7305-168460	INV	4 12:00:00AM	\$79.82	78530	T-21 BEARING/OIL SEAL/WHEEL BEARING	62462 04200
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$35.00	78531	2014-2015 2ND QUARTER DEPOSITS	10420 07120
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$87.94	78531	2014-2015 2ND QUARTER DEPOSITS	10412 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$150.09	78531	2014-2015 2ND QUARTER DEPOSITS	38438 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$181.07	78531	2014-2015 2ND QUARTER DEPOSITS	10432 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$200.99	78531	2014-2015 2ND QUARTER DEPOSITS	67467 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$263.81	78531	2014-2015 2ND QUARTER DEPOSITS	65465 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$377.89	78531	2014-2015 2ND QUARTER DEPOSITS	58458 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$377.89	78531	2014-2015 2ND QUARTER DEPOSITS	70470 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$381.12	78531	2014-2015 2ND QUARTER DEPOSITS	10415 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$397.24	78531	2014-2015 2ND QUARTER DEPOSITS	10427 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$412.19	78531	2014-2015 2ND QUARTER DEPOSITS	60460 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$523.45	78531	2014-2015 2ND QUARTER DEPOSITS	10425 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$609.32	78531	2014-2015 2ND QUARTER DEPOSITS	10418 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$814.28	78531	2014-2015 2ND QUARTER DEPOSITS	10413 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$1,019.24	78531	2014-2015 2ND QUARTER DEPOSITS	10420 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$1,072.30	78531	2014-2015 2ND QUARTER DEPOSITS	53453 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$1,424.35	78531	2014-2015 2ND QUARTER DEPOSITS	10424 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$1,783.59	78531	2014-2015 2ND QUARTER DEPOSITS	10416 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$1,929.15	78531	2014-2015 2ND QUARTER DEPOSITS	59459 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$1,986.10	78531	2014-2015 2ND QUARTER DEPOSITS	10419 01440

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955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$2,071.26	78531	2014-2015 2ND QUARTER DEPOSITS	50450 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$3,035.97	78531	2014-2015 2ND QUARTER DEPOSITS	61461 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$3,898.00	78531	2014-2015 2ND QUARTER DEPOSITS	58458 07100
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$3,898.00	78531	2014-2015 2ND QUARTER DEPOSITS	60460 07100
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$3,898.00	78531	2014-2015 2ND QUARTER DEPOSITS	61461 07100
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$3,898.00	78531	2014-2015 2ND QUARTER DEPOSITS	62462 07100
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$3,898.00	78531	2014-2015 2ND QUARTER DEPOSITS	70470 07100
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$12,568.64	78531	2014-2015 2ND QUARTER DEPOSITS	10433 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$14,205.40	78531	2014-2015 2ND QUARTER DEPOSITS	62462 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$19,490.00	78531	2014-2015 2ND QUARTER DEPOSITS	10420 07100
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$32,433.72	78531	2014-2015 2ND QUARTER DEPOSITS	10421 01440
955 - CENTRAL SAN JOAQUIN VALLEY RMA		RMA-2015-0700	INV	4 12:00:00AM	\$60,972.00	78531	2014-2015 2ND QUARTER DEPOSITS	51451 01440
1030 - CITY OF TAFT-MCCF		101414	INV	4 12:00:00AM	\$4,200.00	78532	MCCF-AUG/SEPT INMT RLS MONEY	51000 00103
1017 - CLEAN SOURCE		5118941-01	INV	4 12:00:00AM	\$57.49	78533	MCCF-CRPT SHMPOO CLNR	51451 06600
1017 - CLEAN SOURCE		5120247-00	INV	4 12:00:00AM	\$500.04	78533	MCCF-TSSUE/SPNGE SCRB/LNR LD	51451 06600
1017 - CLEAN SOURCE		5119592-00	INV	4 12:00:00AM	\$925.62	78533	MCCF- TSSUE/TWL TRKSH/LNR LD	51451 06600
1028 - CLEROU TIRE COMPANY, INC.		T27207	INV	4 12:00:00AM	\$284.48	78534	AC-2 LT245/75R16x2	10431 04200
1028 - CLEROU TIRE COMPANY, INC.		T27130	INV	4 12:00:00AM	\$366.65	78534	M-34 P235/75R12x4	10433 04200
1028 - CLEROU TIRE COMPANY, INC.		T27170	INV	4 12:00:00AM	\$791.58	78534	M-37 LT245/75R17x4	10433 04200
1035 - COOPER'S TRUE VALUE HOME CENTER		320027	INV	4 12:00:00AM	\$4.61	78535	MS-3 SHRINK TUBING	61461 04200
1035 - COOPER'S TRUE VALUE HOME CENTER		320191	INV	4 12:00:00AM	\$8.56	78535	MCCF-SNGL CUT KY	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		320601	INV	4 12:00:00AM	\$12.84	78535	MCCF- SNGL CUT KYS	51451 06730
1035 - COOPER'S TRUE VALUE HOME CENTER		320242	INV	4 12:00:00AM	\$12.98	78535	GAR-REB TY WIRE/SHARPIE MRKR	59459 06200

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1035 - COOPER'S TRUE VALUE HOME CENTER		319945	INV	4 12:00:00AM	\$15.85	78535	GAR-CBL TIES/CLMP CONNECTR	59459 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		319518	INV	4 12:00:00AM	\$17.38	78535	ST-ASST TOOLS/GALV NIPPLE/SS RISER	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		320607	INV	4 12:00:00AM	\$18.23	78535	MCCF-INSCT KLLR/SNGL CUT KY	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		320248	INV	4 12:00:00AM	\$19.50	78535	MCCF-ALLTHRD PLT/BLK CHLK	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		320287	INV	4 12:00:00AM	\$21.58	78535	6TH & FRONT-SLV DUCT TAPE/HARDBOARD	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		320597	INV	4 12:00:00AM	\$23.30	78535	MCCF- RD SHP TWL/ HNDLE SQGEE	51451 04200
1035 - COOPER'S TRUE VALUE HOME CENTER		319892	INV	4 12:00:00AM	\$23.57	78535	ST-PLAS BUBBLER/PRF SEWER PIPE/GRAVEL	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		319530	INV	4 12:00:00AM	\$42.00	78535	ST-RENT NONTAXABLE	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		320413	INV	4 12:00:00AM	\$45.67	78535	MCCF-FLY STCK RBBN	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		320940	INV	4 12:00:00AM	\$47.28	78535	CVC-YEL REACHER	10416 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		320163	INV	4 12:00:00AM	\$68.79	78535	MCCF-BLK TRP CVR	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		320473	INV	4 12:00:00AM	\$70.37	78535	MCCF-KNEE PDS/CUP PLNGR	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		320419	INV	4 12:00:00AM	\$118.60	78535	MCCF-TBNG CTR/TRP/TBE TUB	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		320162	INV	4 12:00:00AM	\$169.83	78535	MRAP-GREEN TARP	10421 04200
1035 - COOPER'S TRUE VALUE HOME CENTER		320874	INV	4 12:00:00AM	\$205.49	78535	MCCF-ALLTHRD PLT/ GP SDR/NTS & B LTS	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		319531	CRM	4 12:00:00AM	-\$42.00	78535	ST-CRD RENT NONTAXABLE	10433 06200
1117 - CORELOGIC INFORMATION SOLUTIONS, INC.		81287866	INV	4 12:00:00AM	\$30.00	78536	PLG,ADM-REALQUEST CHARGES	10415 06000
1117 - CORELOGIC INFORMATION SOLUTIONS, INC.		81287866	INV	4 12:00:00AM	\$60.00	78536	PLG,ADM-REALQUEST CHARGES	10413 06000
1113 - COTA COLE LLP		19019	INV	4 12:00:00AM	\$214.61	78537	CTY ATT-SIERRA CLUB V. TAFT	10414 03029
1113 - COTA COLE LLP		19021	INV	4 12:00:00AM	\$879.43	78537	CTY ATT-M. WLLMS COLLCT OF DEED	10414 03003
1113 - COTA COLE LLP		19020	INV	4 12:00:00AM	\$8,094.00	78537	CTY ATT-PROF SERVICES	10414 03000
1114 - COUNTRY AUTO & TRUCK TAFT		558900	INV	4 12:00:00AM	\$15.40	78538	MCCF-LCKNG GAS CAP	51451 04200
1114 - COUNTRY AUTO & TRUCK TAFT		558644	INV	4 12:00:00AM	\$25.31	78538	T-15 EXHAUST HANGER	62462 04200

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1363 - DEPARTMENT OF JUSTICE		057649	INV	4 12:00:00AM	\$32.00	78539	PD,CCF,PSNL,TRUST-FNGRPRNTS/CCW/REC RV	10420 02500
1363 - DEPARTMENT OF JUSTICE		057649	INV	4 12:00:00AM	\$137.00	78539	PD,CCF,PSNL,TRUST-FNGRPRNTS/CCW/REC RV	10421 09500
1363 - DEPARTMENT OF JUSTICE		057649	INV	4 12:00:00AM	\$166.00	78539	PD,CCF,PSNL,TRUST-FNGRPRNTS/CCW/REC RV	51451 03070
1363 - DEPARTMENT OF JUSTICE		057649	INV	4 12:00:00AM	\$1,300.00	78539	PD,CCF,PSNL,TRUST-FNGRPRNTS/CCW/REC RV	78000 00330
1416 - DIVISION OF THE STATE ARCHITECT		101614	INV	4 12:00:00AM	\$13.20	78540	07/01-09/30/14 DISABILITY ACCESS	10321 00003
1830 - FASTENAL		CATAF24783	INV	4 12:00:00AM	\$47.06	78541	ST-GLVS	10433 06200
1845 - FEDERAL EXPRESS CORP		2-808-76860	INV	4 12:00:00AM	\$35.01	78542	BLD-POSTAGE	10424 06500
1845 - FEDERAL EXPRESS CORP		2-816-18513	INV	4 12:00:00AM	\$43.51	78542	BLD-POSTAGE	10424 06500
1856 - FERGUSON ENTERPRISES, INC.		1035261	INV	4 12:00:00AM	\$274.46	78543	6TH & FRONT-SAN SWR/FRM ONLY	10433 06200
1821 - FIA CARD SERVICES		3824-OCT14	INV	4 12:00:00AM	\$48.00	78544	3824-BINKLEY-MMBRSH/KERNDATA	10413 04150
1821 - FIA CARD SERVICES		3824-OCT14	INV	4 12:00:00AM	\$48.00	78544	3824-BINKLEY-MMBRSH/KERNDATA	10425 04150
1821 - FIA CARD SERVICES		3824-OCT14	INV	4 12:00:00AM	\$48.00	78544	3824-BINKLEY-MMBRSH/KERNDATA	40440 04150
1821 - FIA CARD SERVICES		3824-OCT14	INV	4 12:00:00AM	\$75.00	78544	3824-BINKLEY-MMBRSH/KERNDATA	10419 02000
1821 - FIA CARD SERVICES		5748-OCT14	INV	4 12:00:00AM	\$250.56	78545	5748-STAPLES-LODGING/FUEL/PARKING	10415 02000
1821 - FIA CARD SERVICES		4459-OCT14	INV	4 12:00:00AM	\$299.56	78546	4459-CC-CCF TRNG MEALS	51451 02000
1821 - FIA CARD SERVICES		9012-OCT14	INV	4 12:00:00AM	\$20.25	78547	9012-BOYER-ID CARDS/PPE VESTS	51451 06000
1821 - FIA CARD SERVICES		9012-OCT14	INV	4 12:00:00AM	\$139.00	78547	9012-BOYER-ID CARDS/PPE VESTS	10420 02000
1821 - FIA CARD SERVICES		9012-OCT14	INV	4 12:00:00AM	\$145.50	78547	9012-BOYER-ID CARDS/PPE VESTS	62462 09500
1821 - FIA CARD SERVICES		4669-OCT14	INV	4 12:00:00AM	\$660.00	78548	4669-TELLIS-TRAINING	10424 02000
1821 - FIA CARD SERVICES		3707-OCT14	INV	4 12:00:00AM	\$281.70	78549	3707-MAYFIELD-LODGING/MEALS	10411 09500
1821 - FIA CARD SERVICES		3707-OCT14	INV	4 12:00:00AM	\$479.64	78549	3707-MAYFIELD-LODGING/MEALS	10412 02000
1821 - FIA CARD SERVICES		2596-OCT14	INV	4 12:00:00AM	\$21.99	78550	2596-JONES-LODGING/FUEL/CARWASH	10413 04200
1821 - FIA CARD SERVICES		2596-OCT14	INV	4 12:00:00AM	\$1,051.84	78550	2596-JONES-LODGING/FUEL/CARWASH	10413 02000

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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
1821 - FIA CARD SERVICES		8859-OCT14	INV	4 12:00:00AM	\$1,761.49	78551	8859-ELLIOTT-LODGING	10413 02000
1821 - FIA CARD SERVICES		2510-OCT14	INV	4 12:00:00AM	\$94.65	78552	2510-WHITING-FOOD/WASHMACH/GUN PARTS/	10421 04250
1821 - FIA CARD SERVICES		2510-OCT14	INV	4 12:00:00AM	\$408.49	78552	2510-WHITING-FOOD/WASHMACH/GUN PARTS/	10421 04100
1821 - FIA CARD SERVICES		2510-OCT14	INV	4 12:00:00AM	\$447.09	78552	2510-WHITING-FOOD/WASHMACH/GUN PARTS/	10421 09500
1821 - FIA CARD SERVICES		2510-OCT14	INV	4 12:00:00AM	\$1,684.01	78552	2510-WHITING-FOOD/WASHMACH/GUN PARTS/	10421 06000
1821 - FIA CARD SERVICES		4442-OCT14	INV	4 12:00:00AM	\$9.95	78553	4442-CITY-FLAGS/FOOD/PLANTS/SAW/BATTRY	10412 06000
1821 - FIA CARD SERVICES		4442-OCT14	INV	4 12:00:00AM	\$21.18	78553	4442-CITY-FLAGS/FOOD/PLANTS/SAW/BATTRY	10421 09500
1821 - FIA CARD SERVICES		4442-OCT14	INV	4 12:00:00AM	\$108.45	78553	4442-CITY-FLAGS/FOOD/PLANTS/SAW/BATTRY	10413 09500
1821 - FIA CARD SERVICES		4442-OCT14	INV	4 12:00:00AM	\$123.00	78553	4442-CITY-FLAGS/FOOD/PLANTS/SAW/BATTRY	10416 05000
1821 - FIA CARD SERVICES		4442-OCT14	INV	4 12:00:00AM	\$143.43	78553	4442-CITY-FLAGS/FOOD/PLANTS/SAW/BATTRY	10411 09500
1821 - FIA CARD SERVICES		4442-OCT14	INV	4 12:00:00AM	\$332.13	78553	4442-CITY-FLAGS/FOOD/PLANTS/SAW/BATTRY	10433 08500
1821 - FIA CARD SERVICES		4442-OCT14	INV	4 12:00:00AM	\$417.14	78553	4442-CITY-FLAGS/FOOD/PLANTS/SAW/BATTRY	10413 08600
1821 - FIA CARD SERVICES		4442-OCT14	INV	4 12:00:00AM	\$885.00	78553	4442-CITY-FLAGS/FOOD/PLANTS/SAW/BATTRY	10421 02000
1821 - FIA CARD SERVICES		4442-OCT14	INV	4 12:00:00AM	\$1,007.27	78553	4442-CITY-FLAGS/FOOD/PLANTS/SAW/BATTRY	10433 06200
1821 - FIA CARD SERVICES		4442-OCT14	INV	4 12:00:00AM	\$1,086.76	78553	4442-CITY-FLAGS/FOOD/PLANTS/SAW/BATTRY	10376 00007
1821 - FIA CARD SERVICES		3041-OCT14	INV	4 12:00:00AM	\$20.86	78554	3041-HOLT-POSTAGE/SAW/PLANER/TOOLS	53453 10030
1821 - FIA CARD SERVICES		3041-OCT14	INV	4 12:00:00AM	\$108.00	78554	3041-HOLT-POSTAGE/SAW/PLANER/TOOLS	51451 05000
1821 - FIA CARD SERVICES		3041-OCT14	INV	4 12:00:00AM	\$148.14	78554	3041-HOLT-POSTAGE/SAW/PLANER/TOOLS	53453 06002
1821 - FIA CARD SERVICES		3041-OCT14	INV	4 12:00:00AM	\$294.00	78554	3041-HOLT-POSTAGE/SAW/PLANER/TOOLS	51451 10036
1821 - FIA CARD SERVICES		3041-OCT14	INV	4 12:00:00AM	\$503.51	78554	3041-HOLT-POSTAGE/SAW/PLANER/TOOLS	51451 06200
1821 - FIA CARD SERVICES		3041-OCT14	INV	4 12:00:00AM	\$771.11	78554	3041-HOLT-POSTAGE/SAW/PLANER/TOOLS	51451 06500
1821 - FIA CARD SERVICES		3041-OCT14	INV	4 12:00:00AM	\$2,745.61	78554	3041-HOLT-POSTAGE/SAW/PLANER/TOOLS	51451 06950
1898 - FIRST CHOICE SERVICE		848464	INV	4 12:00:00AM	\$77.47	78555	PD-09/16 COFFEE SRVS	10421 06000

**CITY OF TAFT, CA  
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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
1898 - FIRST CHOICE SERVICE		857651	INV	4 12:00:00AM	\$114.42	78555	PD-10/14 COFFEE SRVCS	10421 06000
1898 - FIRST CHOICE SERVICE		857647	INV	4 12:00:00AM	\$182.78	78555	MCCF- 10/14/14 CFFEE SRVCS	51451 06000
12836 - GUADALUPE FLORES		102014	INV	4 12:00:00AM	\$344.11	78556	REFUND S&R TOMS BURGER DEPOSIT	61000 00209
12836 - GUADALUPE FLORES		102014	INV	4 12:00:00AM	\$604.75	78556	REFUND S&R TOMS BURGER DEPOSIT	60000 00209
1945 - FORKLIFT SPECIALTIES, INC.		25031335	INV	4 12:00:00AM	\$24.68	78557	ME-21 RELIEF VALVE	10433 04200
2017 - GALL'S INC		002489610	INV	4 12:00:00AM	\$170.79	78558	MCCF-SPR STNGR RPLCMNT BTTRY	51451 06730
2040 - GENERAL OFFICE		8078	INV	4 12:00:00AM	\$0.11	78559	ADM,FIN- FIN/COLOR PRNTS	10415 06000
2040 - GENERAL OFFICE		8078	INV	4 12:00:00AM	\$0.16	78559	ADM,FIN- FIN/COLOR PRNTS	10412 06000
2040 - GENERAL OFFICE		8078	INV	4 12:00:00AM	\$0.16	78559	ADM,FIN- FIN/COLOR PRNTS	10432 06200
2040 - GENERAL OFFICE		8078	INV	4 12:00:00AM	\$0.18	78559	ADM,FIN- FIN/COLOR PRNTS	10433 06000
2040 - GENERAL OFFICE		8078	INV	4 12:00:00AM	\$0.24	78559	ADM,FIN- FIN/COLOR PRNTS	62462 06000
2040 - GENERAL OFFICE		8078	INV	4 12:00:00AM	\$0.42	78559	ADM,FIN- FIN/COLOR PRNTS	70470 06000
2040 - GENERAL OFFICE		8078	INV	4 12:00:00AM	\$0.45	78559	ADM,FIN- FIN/COLOR PRNTS	58458 06000
2040 - GENERAL OFFICE		8078	INV	4 12:00:00AM	\$0.45	78559	ADM,FIN- FIN/COLOR PRNTS	60460 06000
2040 - GENERAL OFFICE		8078	INV	4 12:00:00AM	\$0.49	78559	ADM,FIN- FIN/COLOR PRNTS	61461 06000
2040 - GENERAL OFFICE		8078	INV	4 12:00:00AM	\$0.49	78559	ADM,FIN- FIN/COLOR PRNTS	67467 06000
2040 - GENERAL OFFICE		8078	INV	4 12:00:00AM	\$0.53	78559	ADM,FIN- FIN/COLOR PRNTS	10418 06000
2040 - GENERAL OFFICE		8078	INV	4 12:00:00AM	\$0.56	78559	ADM,FIN- FIN/COLOR PRNTS	65465 06000
2040 - GENERAL OFFICE		8078	INV	4 12:00:00AM	\$1.12	78559	ADM,FIN- FIN/COLOR PRNTS	10420 06000
2040 - GENERAL OFFICE		8078	INV	4 12:00:00AM	\$3.50	78559	ADM,FIN- FIN/COLOR PRNTS	10427 06000
2040 - GENERAL OFFICE		8078	INV	4 12:00:00AM	\$3.82	78559	ADM,FIN- FIN/COLOR PRNTS	10413 06000
2040 - GENERAL OFFICE		8078	INV	4 12:00:00AM	\$35.15	78559	ADM,FIN- FIN/COLOR PRNTS	10419 06000
2040 - GENERAL OFFICE		8004	INV	4 12:00:00AM	\$135.07	78559	MCCF- B/W COPIES, CLR COPIES	51451 06000

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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
2118 - GREAT PACIFIC EQUIPMENT, INC.		B32063	INV	4 12:00:00AM	\$395.00	78560	M-29 AERIAL INSPECT	10433 04200
2309 - HIGH DESERT WIRELESSS BROADBAND COMMUNICATIONS		30393	INV	4 12:00:00AM	\$520.00	78561	CCF,PD,FIN-10/14 CONTRACT/BILLABLE	10421 04150
2309 - HIGH DESERT WIRELESSS BROADBAND COMMUNICATIONS		30393	INV	4 12:00:00AM	\$1,138.75	78561	CCF,PD,FIN-10/14 CONTRACT/BILLABLE	51451 04150
2309 - HIGH DESERT WIRELESSS BROADBAND COMMUNICATIONS		30393	INV	4 12:00:00AM	\$1,660.00	78561	CCF,PD,FIN-10/14 CONTRACT/BILLABLE	10419 04150
2267 - HELT ENGINEERING, INC.		14-408	INV	4 12:00:00AM	\$866.50	78562	ENG-TACO BELL GRADING PLAN	10432 03000
2267 - HELT ENGINEERING, INC.		14-405	INV	4 12:00:00AM	\$1,696.25	78562	ST-HLLRD ST PATH (R2T EXT)	10733 00020
2267 - HELT ENGINEERING, INC.		14-404	INV	4 12:00:00AM	\$1,892.21	78562	ST-FED SAFE RTS TO SCHOOL	10733 00025
2267 - HELT ENGINEERING, INC.		14-407	INV	4 12:00:00AM	\$3,210.00	78562	ST-RAILS TO TRAILS PHASE IV	10733 00017
2267 - HELT ENGINEERING, INC.		14-406	INV	4 12:00:00AM	\$3,673.75	78562	ST-RAILS TO TRAILS PHASE IV	10733 00017
2491 - INTERNATIONAL COUNCIL OF SHOPPING		1307075-15	INV	4 12:00:00AM	\$50.00	78563	ENTRPRZ-1 YRS DUES THRU 10/31/15	10413 02100
2491 - INTERNATIONAL COUNCIL OF SHOPPING		1501600-15	INV	4 12:00:00AM	\$100.00	78563	ENTRPRZ-JONES 1 YR MMBRSHIP THRU 12/31/1	10413 02100
2678 - JOHNSTONE SUPPLY		S1408523.001	INV	4 12:00:00AM	\$1.60	78564	MCCF- SRVC CHRG	51451 05000
2678 - JOHNSTONE SUPPLY		S1407815.001	INV	4 12:00:00AM	\$106.83	78564	MCCF-ACR CPPR TB/SCRWDRVR	51451 05000
2678 - JOHNSTONE SUPPLY		S1401287.003	INV	4 12:00:00AM	\$669.42	78564	MCCF- RFRGRNT/460V CD MTR	51451 05000
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$20.29	78565	11/14 HEALTH INSURANCE PREMIUM	67467 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$81.17	78565	11/14 HEALTH INSURANCE PREMIUM	10432 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$81.17	78565	11/14 HEALTH INSURANCE PREMIUM	70470 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$142.05	78565	11/14 HEALTH INSURANCE PREMIUM	58458 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$162.35	78565	11/14 HEALTH INSURANCE PREMIUM	10419 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$162.35	78565	11/14 HEALTH INSURANCE PREMIUM	60460 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$180.53	78565	11/14 HEALTH INSURANCE PREMIUM	10412 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$198.63	78565	11/14 HEALTH INSURANCE PREMIUM	10416 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$397.25	78565	11/14 HEALTH INSURANCE PREMIUM	59459 01445

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 ACCOUNTS PAYABLE WARRANT REPORT  
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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$405.87	78565	11/14 HEALTH INSURANCE PREMIUM	10431 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$405.87	78565	11/14 HEALTH INSURANCE PREMIUM	50450 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$852.33	78565	11/14 HEALTH INSURANCE PREMIUM	10415 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$883.04	78565	11/14 HEALTH INSURANCE PREMIUM	10427 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$975.69	78565	11/14 HEALTH INSURANCE PREMIUM	10413 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$1,085.27	78565	11/14 HEALTH INSURANCE PREMIUM	61461 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$1,713.32	78565	11/14 HEALTH INSURANCE PREMIUM	10420 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$1,784.52	78565	11/14 HEALTH INSURANCE PREMIUM	10000 00227
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$2,315.34	78565	11/14 HEALTH INSURANCE PREMIUM	62462 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$2,403.88	78565	11/14 HEALTH INSURANCE PREMIUM	10421 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$4,009.74	78565	11/14 HEALTH INSURANCE PREMIUM	10433 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		NOV-2014	INV	4 12:00:00AM	\$19,919.37	78565	11/14 HEALTH INSURANCE PREMIUM	51451 01445
2921 - COUNTY OF KERN		SEPT-2014	INV	4 12:00:00AM	\$30.10	78566	AC,REF-09/14 GATE FEES	10431 09910
2921 - COUNTY OF KERN		SEPT-2014	INV	4 12:00:00AM	\$8,356.77	78566	AC,REF-09/14 GATE FEES	61461 09930
2914 - KERN ELECTRIC DIST.		531809	INV	4 12:00:00AM	\$643.03	78567	CVC-12G BLK/GRN/WHT WIRE/CNDIT/FIXTR	10416 06200
2927 - KERN TURF SUPPLY INC.		878322	INV	4 12:00:00AM	\$262.52	78568	CVC-A ST-CNTRLLR	10416 06200
2952 - KIMBALL MIDWEST		3833509	INV	4 12:00:00AM	\$57.20	78569	MCCF- 6PC SPDBOR ST	51451 05000
2952 - KIMBALL MIDWEST		3828157	INV	4 12:00:00AM	\$267.68	78569	MCCF-29PC SPR PRIM ULTR	51451 05000
3154 - LEXISNEXIS		1409510103	INV	4 12:00:00AM	\$170.00	78570	CCF-LEXISNEXIS/RELATED CHARGES	51451 02100
3180 - LOWE'S COMPANIES, INC.		01050	INV	4 12:00:00AM	\$647.66	78571	MCCF-20V MX HMMR DRILL/ 31 PC XACC SKT	51451 05000
3220 - MAINTENANCE U.S.A.		11194327	INV	4 12:00:00AM	\$33.28	78572	MCCF-FLTR FBRGLASS4	51451 05000
3220 - MAINTENANCE U.S.A.		11194599	INV	4 12:00:00AM	\$99.85	78572	MCCF-FLTR FBRGLASS4	51451 05000
3359 - MELO'S GAS & GEAR		00611518	INV	4 12:00:00AM	\$181.88	78573	ST-GLVS/GLASSES	10433 06200

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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
3398 - MISSION LINEN SUPPLY		320284195	INV	4 12:00:00AM	\$59.74	78574	CVC-TWLS/MATS	10416 06400
3398 - MISSION LINEN SUPPLY		320285057	INV	4 12:00:00AM	\$59.74	78574	CVC-TWLS/MATS	10416 06400
3398 - MISSION LINEN SUPPLY		320285879	INV	4 12:00:00AM	\$59.74	78574	CVC-TWLS/MATS	10416 06400
3398 - MISSION LINEN SUPPLY		320284198	INV	4 12:00:00AM	\$70.61	78574	CVC-TWLS/DUST MOP/MATS	10416 06400
3398 - MISSION LINEN SUPPLY		320285060	INV	4 12:00:00AM	\$70.61	78574	CVC-TWLS/DUST MOP/MATS	10416 06400
3398 - MISSION LINEN SUPPLY		320285882	INV	4 12:00:00AM	\$70.61	78574	CVC-TWLS/MATS/DUST MOP	10416 06400
3398 - MISSION LINEN SUPPLY		320284196	INV	4 12:00:00AM	\$82.83	78574	CVC-TWLS/DUST MOP/MATS	10416 06400
3398 - MISSION LINEN SUPPLY		320285058	INV	4 12:00:00AM	\$82.83	78574	CVC-TWLS/DUST MOP/MATS	10416 06400
3398 - MISSION LINEN SUPPLY		320285880	INV	4 12:00:00AM	\$82.83	78574	CVC-TWLS/DUST MOP/MATS	10416 06400
3947 - O'LEARYS OFFICE PRODUCTS		368992-1	INV	4 12:00:00AM	\$16.53	78575	ADM-DSK PAD	10413 06000
3790 - OFFICE DEPOT		734744826001	INV	4 12:00:00AM	\$2.90	78576	ADM,CCF,TRN-PPR/CLOTH/PENS/KITC UTNSLS	51451 06000
3790 - OFFICE DEPOT		732239533001	INV	4 12:00:00AM	\$5.30	78576	ADM,BLD,CDBG,HOME-FLDRS/FLGS/DR STOP/C	10424 06000
3790 - OFFICE DEPOT		732239533001	INV	4 12:00:00AM	\$11.42	78576	ADM,BLD,CDBG,HOME-FLDRS/FLGS/DR STOP/C	10413 06000
3790 - OFFICE DEPOT		734117600001	INV	4 12:00:00AM	\$12.88	78576	MCCF-MRKR EXPO, FINE	51451 06000
3790 - OFFICE DEPOT		732239533001	INV	4 12:00:00AM	\$12.94	78576	ADM,BLD,CDBG,HOME-FLDRS/FLGS/DR STOP/C	48448 06000
3790 - OFFICE DEPOT		732239533001	INV	4 12:00:00AM	\$27.46	78576	ADM,BLD,CDBG,HOME-FLDRS/FLGS/DR STOP/C	40440 06000
3790 - OFFICE DEPOT		732059001001	INV	4 12:00:00AM	\$58.30	78576	PD-BINDERS/3 HOLE PUNCH/PUNCH LEVER	10421 06000
3790 - OFFICE DEPOT		732027847001	INV	4 12:00:00AM	\$70.58	78576	PD-LABELS/PAPER	10421 06000
3790 - OFFICE DEPOT		734744826001	INV	4 12:00:00AM	\$86.71	78576	ADM,CCF,TRN-PPR/CLOTH/PENS/KITC UTNSLS	62462 06000
3790 - OFFICE DEPOT		734744826001	INV	4 12:00:00AM	\$86.72	78576	ADM,CCF,TRN-PPR/CLOTH/PENS/KITC UTNSLS	10413 06000
3790 - OFFICE DEPOT		732049481001	INV	4 12:00:00AM	\$343.14	78576	MCCF- TNR RPLC HP/TNR RPLC BRO	51451 06000
3790 - OFFICE DEPOT		734116386001	INV	4 12:00:00AM	\$354.03	78576	MCCF-BNDRS/CBNT,60 KY/CRTRDG EPSN	51451 06000
4125 - PACIFIC GAS & ELECTRIC		4897-1014	INV	4 12:00:00AM	\$24.88	78577	FEDWWTP-09/11-10/09/14 GAS & ELEC USAGE	58458 08100

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Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
4125 - PACIFIC GAS & ELECTRIC		8565-1014	INV	4 12:00:00AM	\$43.84	78577	6TH & SUPPLY ROW-09/08-10/06/14 GAS & ELEC	10416 08101
4125 - PACIFIC GAS & ELECTRIC		4897-1014	INV	4 12:00:00AM	\$366.55	78577	FEDWWTP-09/11-10/09/14 GAS & ELEC USAGE	70470 08100
4117 - PACIFIC TELEMAGEMENT SERVICES		689318	INV	4 12:00:00AM	\$80.93	78578	TRN-11/14 PAYPHONE @ TRANSTATION	62462 02200
4427 - POWERSTRIDE BATTERY CO. INC.		B83737	INV	4 12:00:00AM	\$115.03	78579	T-21 78 DELCO	62462 04200
4430 - PREMIER ACCESS DENTAL		NOV-2014	INV	4 12:00:00AM	\$17.82	78580	11/14 DENTAL INSURANCE PREMIUM	10000 00233
4430 - PREMIER ACCESS DENTAL		NOV-2014	INV	4 12:00:00AM	\$3,172.33	78580	11/14 DENTAL INSURANCE PREMIUM	10000 00228
4454 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM		10-2014-3	INV	4 12:00:00AM	\$49,377.57	78581	PERS FOR P/R 09/15-09/28/14	10000 00212
4913 - S & S PRINTING		068209	INV	4 12:00:00AM	\$209.81	78582	PD-SEARCH WARRANT RECPT	10421 06000
4964 - SAFETY SPEED MANUFACTURING		0140178	INV	4 12:00:00AM	-\$67.43	78583	MCCF-PRO2K/PP104	51000 00205
4964 - SAFETY SPEED MANUFACTURING		0140178	INV	4 12:00:00AM	\$1,115.43	78583	MCCF-PRO2K/PP104	51451 06950
5143 - SEVERN TRENT SERVICES		2075635	INV	4 12:00:00AM	\$25,405.92	78584	FEDWWTP,WWTP-10/14 BASE OPERATIONS	70470 09999
5143 - SEVERN TRENT SERVICES		2075635	INV	4 12:00:00AM	\$31,411.11	78584	FEDWWTP,WWTP-10/14 BASE OPERATIONS	58458 09999
4918 - SMS HOLDING COMPANY		NOV-2014	INV	4 12:00:00AM	\$450.00	78585	ST,GAR,PD,TRN- 11/14 LEASE PMNT	10421 09400
4918 - SMS HOLDING COMPANY		NOV-2014	INV	4 12:00:00AM	\$550.00	78585	ST,GAR,PD,TRN- 11/14 LEASE PMNT	62462 09400
4918 - SMS HOLDING COMPANY		NOV-2014	INV	4 12:00:00AM	\$1,000.00	78585	ST,GAR,PD,TRN- 11/14 LEASE PMNT	10433 09400
4918 - SMS HOLDING COMPANY		NOV-2014	INV	4 12:00:00AM	\$1,000.00	78585	ST,GAR,PD,TRN- 11/14 LEASE PMNT	59459 09400
5096 - SOUTHERN CALIFORNIA GAS CO.		1559001-1014	INV	4 12:00:00AM	\$22.88	78586	PD-09/15-10/13/14 GAS USAGE	10421 08100
5096 - SOUTHERN CALIFORNIA GAS CO.		1559007-1014	INV	4 12:00:00AM	\$3,038.89	78586	MCCF-09/15-10/13/14 GAS USAGE	51451 08100
5142 - SPARKLETTS & SIERRA SPRINGS		100814MCCF	INV	4 12:00:00AM	\$34.55	78587	MCCF- BTTLT WTR & RNTL	51451 06000
5142 - SPARKLETTS & SIERRA SPRINGS		100814	INV	4 12:00:00AM	\$66.50	78587	CVC-BOTTLE WATER/RENTAL	10416 05000
5136 - SPRINT		LCI-216776	INV	4 12:00:00AM	\$30.00	78588	PD-GPS SUBPOENA COMPLIANCE	10421 02200
5184 - STATE TREASURER'S OFFICE		PFD14035	INV	4 12:00:00AM	\$272.62	78589	FIN-DSSMNTN AGNT SRV/FIN AUTH RELEASE	67467 09702
5187 - STATEWIDE TRAFFIC SAFETY & SIGNS		2632/12	INV	4 12:00:00AM	\$142.44	78590	ST-BLUE FAST DRY W/B 5G	10733 00005

**CITY OF TAFT, CA**  
**ACCOUNTS PAYABLE WARRANT REPORT**  
**PAID INVOICE LIST**

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
5250 - STINSON'S		576793-0	INV	4 12:00:00AM	\$386.53	78591	MCCF-CPY LSR PPR/RBBN,PRNTR,FAB,BLK	51451 06000
5262 - STOCKDALE VETERINARY HOSPITAL		367747	INV	4 12:00:00AM	\$70.00	78592	AC-PETSMART SPAY/NUETER PRGM	10431 09002
5262 - STOCKDALE VETERINARY HOSPITAL		367748	INV	4 12:00:00AM	\$70.00	78592	AC-PETSMART SPAY/NUETER PRGM	10431 09002
5262 - STOCKDALE VETERINARY HOSPITAL		370325	INV	4 12:00:00AM	\$70.00	78592	AC-PETSMART SPAY/NUETER PRGM	10431 09002
5262 - STOCKDALE VETERINARY HOSPITAL		370326	INV	4 12:00:00AM	\$70.00	78592	AC-PETSMART SPAY/NUETER PRGM	10431 09002
5262 - STOCKDALE VETERINARY HOSPITAL		370328	INV	4 12:00:00AM	\$70.00	78592	AC-PETSMART SPAY/NUETER PRGM	10431 09002
5262 - STOCKDALE VETERINARY HOSPITAL		370329	INV	4 12:00:00AM	\$70.00	78592	AC-PETSMART SPAY/NUETER PRGM	10431 09002
5262 - STOCKDALE VETERINARY HOSPITAL		370330	INV	4 12:00:00AM	\$70.00	78592	AC-PETSMART SPAY/NUETER PRGM	10431 09002
5262 - STOCKDALE VETERINARY HOSPITAL		370332	INV	4 12:00:00AM	\$70.00	78592	AC-PETSMART SPAY/NUETER PRGM	10431 09002
3179 - THE TAFT INDEPENDENT		461	INV	4 12:00:00AM	\$83.70	78593	CC-10/21 COUNCIL MEETING NTC	10411 09200
5560 - GEORGE G. ROSS		160992	INV	4 12:00:00AM	\$70.00	78594	AC-PETSMART SPAY/NUETER PRGM	10431 09002
5560 - GEORGE G. ROSS		160850	INV	4 12:00:00AM	\$140.00	78594	AC-PETSMART SPAY/NUETER PRGM	10431 09002
5560 - GEORGE G. ROSS		169049	INV	4 12:00:00AM	\$140.00	78594	AC-PETSMART SPAY/NUETER PRGM	10431 09002
1010 - CITY OF TAFT		100914	INV	4 12:00:00AM	\$1.71	78595	ADM,FIN,PD,AC,CCF-PSOTAGE/TRNG/MISC	10419 06500
1010 - CITY OF TAFT		100914	INV	4 12:00:00AM	\$3.87	78595	ADM,FIN,PD,AC,CCF-PSOTAGE/TRNG/MISC	10421 06500
1010 - CITY OF TAFT		100914	INV	4 12:00:00AM	\$10.21	78595	ADM,FIN,PD,AC,CCF-PSOTAGE/TRNG/MISC	10415 04250
1010 - CITY OF TAFT		100914	INV	4 12:00:00AM	\$17.51	78595	ADM,FIN,PD,AC,CCF-PSOTAGE/TRNG/MISC	10431 06200
1010 - CITY OF TAFT		100914	INV	4 12:00:00AM	\$21.00	78595	ADM,FIN,PD,AC,CCF-PSOTAGE/TRNG/MISC	10421 09500
1010 - CITY OF TAFT		100914	INV	4 12:00:00AM	\$24.94	78595	ADM,FIN,PD,AC,CCF-PSOTAGE/TRNG/MISC	10413 06000
1010 - CITY OF TAFT		100914	INV	4 12:00:00AM	\$40.00	78595	ADM,FIN,PD,AC,CCF-PSOTAGE/TRNG/MISC	51451 02000
1010 - CITY OF TAFT		100914	INV	4 12:00:00AM	\$47.00	78595	ADM,FIN,PD,AC,CCF-PSOTAGE/TRNG/MISC	40440 06300
6140 - VIBUL TANGPRAPHAPHORN,MD		090214	INV	4 12:00:00AM	\$110.00	78596	PSNL-AZBILL DOT/HEIM DMV	10420 02500
5707 - TYLER BUSINESS FORMS		161754	INV	4 12:00:00AM	\$170.39	78597	FIN-LSR 1099-M/W2 AND ENVLPS	10419 06000

**CITY OF TAFT, CA  
 ACCOUNTS PAYABLE WARRANT REPORT  
 PAID INVOICE LIST**

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
12806 - U-CART CEMENT, INC		1014-044	INV	4 12:00:00AM	\$120.00	78598	CITY SCHOOL PLANT-CEMENT	10433 06200
12806 - U-CART CEMENT, INC		1014-045	INV	4 12:00:00AM	\$135.00	78598	MAN HOLE-CEMENT	10433 06200
5770 - UNISOURCE - NORTHERN CA		619-36263745	INV	4 12:00:00AM	\$26.86	78599	CVC-SOAP	10416 06400
6104 - VERIZON CALIFORNIA		OCT-2014-PD	INV	4 12:00:00AM	\$494.24	78600	PD- 10/14 DSI SPECIAL ACCESS	10421 02200
6105 - VERIZON WIRELES		9733440394	INV	4 12:00:00AM	\$35.11	78601	PD-10/10-11/04 WIRELESS BROADBAND	10421 02200
6211 - WALDROPS AUTO PARTS		33916	INV	4 12:00:00AM	\$3.78	78602	T-14 REPAIR	62462 04200
6226 - WALLACE GROUP		37875	INV	4 12:00:00AM	\$942.25	78603	SWR-COLL SYST NOV RESP ASST	60660 10001
6226 - WALLACE GROUP		37874	INV	4 12:00:00AM	\$22,976.13	78603	WWTP-MUNICIPAL IMPRV PROJECT	70670 10005
6350 - WEST KERN WATER DISTRICT		3104544-1014	INV	4 12:00:00AM	\$17.30	78604	201 SUPPLY-08/06-10/07/14 WATER USAGE	81999 08100
6350 - WEST KERN WATER DISTRICT		3104206-1014	INV	4 12:00:00AM	\$17.30	78604	501 SUPPLY-08/06-10/07/14 WATER USAGE	81999 08100
6350 - WEST KERN WATER DISTRICT		2500010-1014	INV	4 12:00:00AM	\$48.44	78604	SAN EMIDIO & 10TH-08/06-10/07/14 WATER USA	10433 08100
6350 - WEST KERN WATER DISTRICT		3100020-1014	INV	4 12:00:00AM	\$63.05	78604	E CENTER-08/08-10/07/14 WATER USAGE	10433 08100
6350 - WEST KERN WATER DISTRICT		3604941-1014	INV	4 12:00:00AM	\$82.11	78604	SAGE & A-08/13-10/10/14 WATER USAGE	38438 08100
6350 - WEST KERN WATER DISTRICT		3506131-1014	INV	4 12:00:00AM	\$93.27	78604	317 LD SUNSET-08/11-10/09/14 WATER USAGE	10416 08102
6350 - WEST KERN WATER DISTRICT		3101330-1014	INV	4 12:00:00AM	\$100.20	78604	309 CENTER-08/06-10/07/14 WATER USAGE	10433 08100
6350 - WEST KERN WATER DISTRICT		3604951-1014	INV	4 12:00:00AM	\$133.24	78604	TRRC & MLLRY-08/13-10/10/14 WATER USAGE	38438 08100
6350 - WEST KERN WATER DISTRICT		3602691-1014	INV	4 12:00:00AM	\$141.92	78604	W OF HLLRD-08/13-10/10/14 WATER USAGE	10416 08102
6350 - WEST KERN WATER DISTRICT		3307001-1014	INV	4 12:00:00AM	\$174.60	78604	AMBER & OAK-08/08-10/08/14	38438 08100
6350 - WEST KERN WATER DISTRICT		5603050-1014	INV	4 12:00:00AM	\$202.76	78604	CORP YARD-09/16-10/17/14 WATER USAGE	70470 08100
6350 - WEST KERN WATER DISTRICT		3604901-1014	INV	4 12:00:00AM	\$216.03	78604	A & ARROYO ST-08/13-10/10/14 WATER USAGE	38438 08100
6350 - WEST KERN WATER DISTRICT		3102500-1014	INV	4 12:00:00AM	\$227.19	78604	500 MAIN-08/06-10/07/14 WATER USAGE	62462 08100
6350 - WEST KERN WATER DISTRICT		3600010-1014	INV	4 12:00:00AM	\$1,102.92	78604	CHURCH & SUNSET-08/13-10/10/14 WATER USA	10416 08102
6350 - WEST KERN WATER DISTRICT		3104350-1014	INV	4 12:00:00AM	\$1,188.48	78604	6TH & SUPPLY-08/06-10/07/14 WATER USAGE	10416 08102

CITY OF TAFT, CA  
ACCOUNTS PAYABLE WARRANT REPORT  
PAID INVOICE LIST

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
6350 - WEST KERN WATER DISTRICT		3103360-1014	INV	4 12:00:00AM	\$1,863.04	78604	6TH ST-08/06-10/07/14 WATER USAGE	10416 08102
6350 - WEST KERN WATER DISTRICT		3600030-1014	INV	4 12:00:00AM	\$2,254.88	78604	CHURCH ST-08/13-10/10/14 WATER USAGE	10416 08102
6350 - WEST KERN WATER DISTRICT		3104340-1014	INV	4 12:00:00AM	\$2,314.24	78604	6TH & MAIN-08/06-10/07/14 WATER USAGE	10416 08102
12411 - WEST SIDE HEALTH CARE DISTRICT		2383	INV	4 12:00:00AM	\$250.00	78605	PSNL-KINCAID- PRE-EMP PHYSICAL	10420 02500
12411 - WEST SIDE HEALTH CARE DISTRICT		2386	INV	4 12:00:00AM	\$250.00	78605	MCCF-DUNLOP- PRE-EMP PHYSICAL	51451 02500
12411 - WEST SIDE HEALTH CARE DISTRICT		2385	INV	4 12:00:00AM	\$250.00	78605	MCCF-GUTIERREZ- PRE-EMP PHYSICAL	51451 02500
12411 - WEST SIDE HEALTH CARE DISTRICT		2384	INV	4 12:00:00AM	\$250.00	78605	MCCF-KACH- PRE-EMP PHYSICAL	51451 02500
12411 - WEST SIDE HEALTH CARE DISTRICT		101314	INV	4 12:00:00AM	\$4,608.19	78605	MCCF- 8/2014 IM MEDS	51451 03011
6399 - WESTSIDE WASTE		OCT 2014	INV	4 12:00:00AM	\$27,883.00	78606	10/14 WASTE DISPOSAL FEES	61461 09999
6593 - XLDENT		0456552-IN	INV	4 12:00:00AM	\$40.00	78607	CCF-IMAGEXL SOFWARE MAINT	51451 04150

**\$564,525.17**



# City of Taft Agenda Report

**DATE:** November 4, 2014

**TO:** MAYOR LINDER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**RESOLUTION TO DESIGNATE CONFLICT OF INTEREST STATEMENT FILERS PURSUANT TO THE POLITICAL REFORM ACT OF 1974**

**SUMMARY STATEMENT:**

Per Municipal Code 1-16-1, the City has adopted the terms of title 2, division 6 of the California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission per City Ordinance 665-99 to serve as the city’s Conflict of Interest Code.

The Political Reform Act requires every local governmental agency to review its conflict of interest code biennially and file a Biennial Notice with its City Council. As a part of this review process a resolution is required to update the list of positions required to file a Conflict of Interest Statement.

**RECOMMENDED ACTION**

Motion to accept and file the 2014 Local Agency Biennial Notice and adopt a resolution entitled **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT DESIGNATING CERTAIN POSITIONS REQUIRING FILING OF CONFLICT OF INTEREST STATEMENTS PURSUANT TO THE POLITICAL REFORM ACT OF 1974, AND REPEALING AND REPLACING RESOLUTION NO. 3174-10.**

**IMPACT ON BUDGET (Y/N):** No

**ATTACHMENT (Y/N):** Yes – Resolution, 2014 Local Agency Biennial Notice

**PREPARED BY:** Records Administrator

**REVIEWED BY:**

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT DESIGNATING CERTAIN POSITIONS REQUIRING FILING OF CONFLICT OF INTEREST STATEMENTS PURSUANT TO THE POLITICAL REFORM ACT OF 1974, AND REPEALING AND REPLACING RESOLUTION NO. 3174-10.**

**WHEREAS**, the Taft City Council adopted Taft City Code Title 1, Chapter 16, Sections 1-2, incorporating by reference the Political Reform Act, Government Code Sections 81000, et seq: and

**WHEREAS**, the Political Reform Act requires officers and employees holding certain positions that are deemed to make, or participate in the making of, decisions which may foreseeably have a material effect on a financial interest should be classified as Designated Positions by the governing body.

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Taft as follows:

- A. The following positions shall be classified as Designated Positions with full disclosure and are in addition to positions otherwise required by law to file Statement of Economic Interest Form 700 (Council Members, Planning Commissioners, City Manager, City Treasurer and City Attorney):

City Clerk	Police Chief
Municipal Records Administrator	Police Captain
Assistant to the City Manager	Modified Community Correctional Facility Manager
Finance Director	Grant Administrator
Planning Director	Account Clerk III/Systems Administrator (Purchasing)
Public Works Director	City Engineer
Safety Coordinator Working Foreman	
Building Official/Compliance Officer	

- B. CONSULTANTS:

The City Manager may determine in writing that a particular consultant, although a “designated position”, is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements. Such written determination shall include a description of the consultant’s duties, and based up that description, a statement of the extent of disclosure requirements. The City Manager’s determination is a public record and shall be retained for public inspection as set forth in the Political Reform Act.

PASSED, APPROVED AND ADOPTED ON THE \_\_\_\_\_ day of \_\_\_\_\_ 2014.

\_\_\_\_\_  
Paul Linder, Mayor

ATTEST:

\_\_\_\_\_  
Alina Megerdom, City Clerk

Resolution No. \_\_\_\_\_

Page 2 of 2

STATE OF CALIFORNIA     }  
COUNTY OF KERN         }SS  
CITY OF TAFT             }

I, Alina Megerdom, City Clerk of the City of Taft, California, do hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote:

AYES:            COUNCIL MEMBER:  
NOES:            COUNCIL MEMBER:  
ABSENT:         COUNCIL MEMBER:  
ABSTAIN:         COUNCIL MEMBER:

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Alina Megerdom, City Clerk

## 2014 Local Agency Biennial Notice

Name of Agency: City of Taft

Mailing Address: 209 E. Kern St. Taft, CA 93268

Contact Person: Craig Jones Phone No: (661) 763-1222

E-Mail: cjones@cityoftaft.org

**Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.**

This agency has reviewed its conflict of interest code and has determined that (check one box):

**An amendment is required. The following amendments are necessary:**

*(Mark all that apply.)*

- Include new positions (including consultants) that must be designated
- Revise disclosure categories
- Revise the titles of existing positions
- Delete positions that no longer make or participate in making governmental decisions
- Other *(describe)* \_\_\_\_\_

**The code is currently under review by the code reviewing body.**

**No amendment is required.** (If your code is more than five years old, amendments may be necessary.)

---

### Verification

*This agency's conflict of interest code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure categories assigned to those positions accurately require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions. The code includes all other provisions required by Government Code Section 87302.*

\_\_\_\_\_  
Signature of Chief Executive Officer

11/04/2014

\_\_\_\_\_  
Date

Complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than **October 1, 2014**, or by the date specified by your agency, if earlier, to:  
*(PLACE RETURN ADDRESS OF THE CODE REVIEWING BODY HERE)*

**PLEASE DO NOT RETURN THIS FORM TO THE FPPC**



# City of Taft Agenda Report

**DATE:** November 4, 2014

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**AGENDA MATTER:**

**DOWNTOWN IMPROVEMENT PROJECTS**

**SUMMARY STATEMENT:**

In order to continue the 5th Street Plaza theme up to Main Street staff has prepared a quote to remove existing asphalt and replace with grass. There will be a stage area constructed and mature trees will be moved into the grass area. An adjacent property owner has requested a specific project in the public right-of-way which would be a benefit to his business, as well as beautify the City. He will pay for all materials to do the improvement and the public-right-of-way will remain with the City. His use will be by authorized by way of a conditional encroachment permit.

The estimate for the City's portion of the project is \$20,424 the private portion is \$4,000. Staff would also like to finish the grass at the stage area at 6<sup>th</sup> and Main in preparation for Oildorado celebration of 2015 by installing additional irrigation and hydro-seeding the remaining 7,000 square feet of dirt area. Staff estimates that it would take about \$2,100 to complete this portion of the project.

<b><u>5<sup>th</sup> Street Plaza</u></b>		<b><u>Stage Area 6<sup>th</sup> &amp; Main</u></b>	
Stage	\$2,200	Pipe & Sprinklers	\$ 800
Alley resurfacing	\$4,400	Hydro-seed	\$1,300
Grass & landscape	\$3,720		
Equipment	\$4,200		
Electrical	\$1,440		
Trees	\$1,800		
Contingency	\$2,664		

**RECOMMENDED ACTION:**

Motion to appropriate \$22,524 out of capital reserves to complete downtown improvement projects.

**IMPACT ON BUDGET (Y/N):** YES (\$22,524)

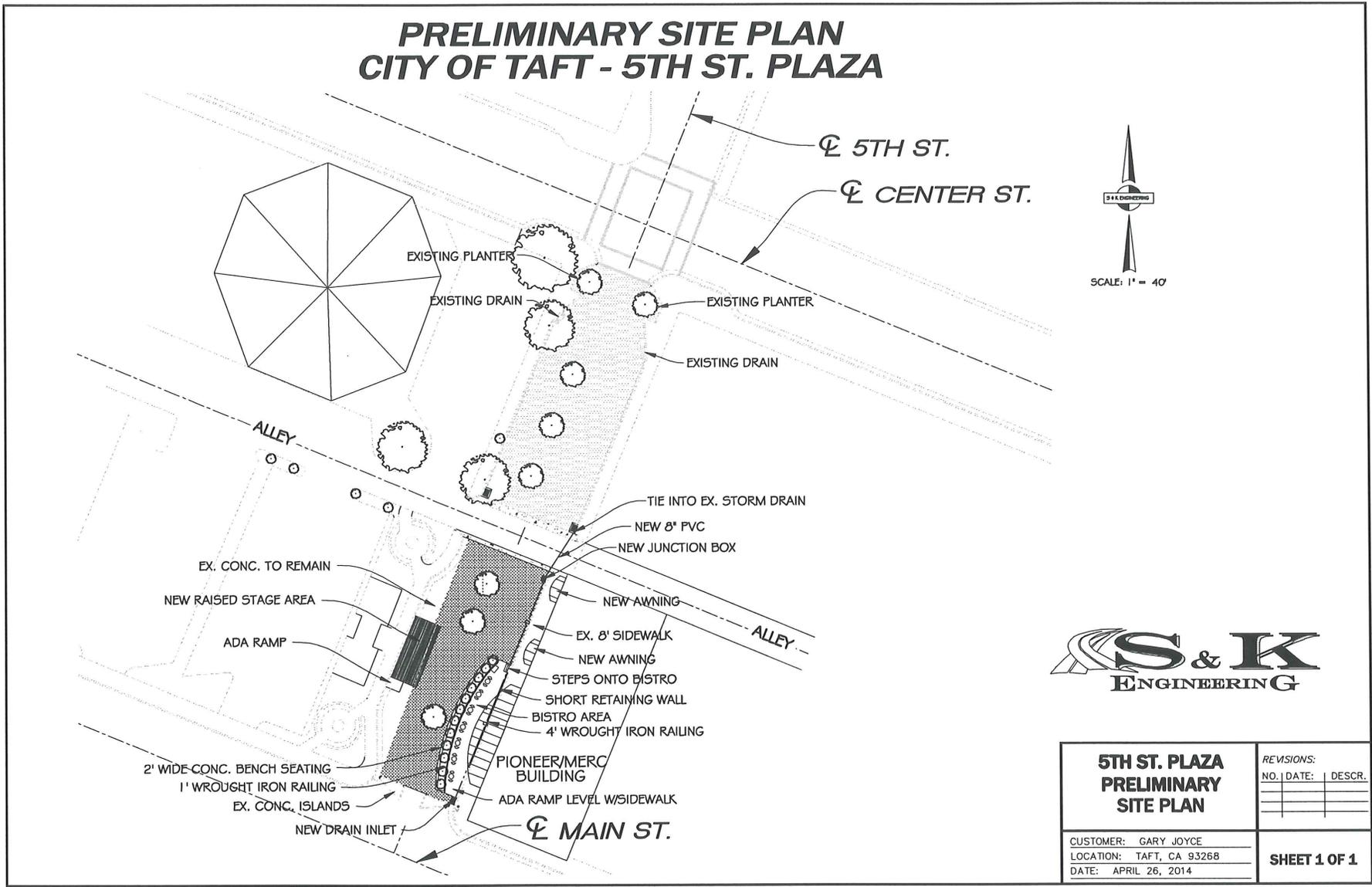
**ATTACHMENT (Y/N):** YES (drawing)

**PREPARED BY:** Public Works Department

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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# PRELIMINARY SITE PLAN CITY OF TAFT - 5TH ST. PLAZA



<b>5TH ST. PLAZA PRELIMINARY SITE PLAN</b>	REVISIONS:	
	NO.	DESCR.
CUSTOMER: GARY JOYCE LOCATION: TAFT, CA 93268 DATE: APRIL 26, 2014		
<b>SHEET 1 OF 1</b>		



# City of Taft Agenda Report

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**DATE:** November 4, 2014

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**AGENDA MATTER:**

**WALLACE GROUP TASK ORDER SSMP AUDIT**

**SUMMARY STATEMENT:**

In order to stay in compliance with Regional Water Quality Board regulations the City is required to maintain a Sewer System Management Plan. Wallace Group developed the City's SSMP in 2009. It is required that the plan be audited and updated periodically. Staff has received a proposal from the Wallace Group to conduct the audit for \$11,700.

**RECOMMENDED ACTION:**

Motion to approve a contract with Wallace Group in the amount of \$11,700 for the Sewer System Management Plan audit and allocate funds from capital reserves.

**IMPACT ON BUDGET (Y/N):** YES (\$11,700 from sewer reserves)

**ATTACHMENT (Y/N):** YES (contract)

**PREPARED BY:** Public Works Department

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>

October 14, 2014

Craig Jones  
City of Taft  
209 E. Kern Street  
Taft, California 93268

Subject: Sanitary Sewer Management Plan (SSMP) Audit

Dear Mr. Jones:

Wallace Group appreciates the opportunity to provide you with our proposal for Public Works Administration services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

#### PROJECT UNDERSTANDING

The State Water Resources Control Board (SWRCB) established Statewide General Wastewater Discharge Requirements (GWDR) for Sanitary Sewer Systems, Orders No. 2006-0003-DWQ and revised Monitoring and Reporting Program WQ 2013-0058-EXEC, which required all public entities that own or operate sanitary sewer systems greater than one mile in length in California to create, implement, and maintain a SSMP. WDR Order No. 2006-0003-DWQ requires all agencies to conduct an audit of their SSMP and create an audit report as specified below:

*WDR Order No. 2006-0003-DWQ, Section D.13(x):*

*SSMP Program Audits - As part of the SSMP, the Enrollee shall conduct periodic internal audits, appropriate to the size of the system and the number of Sanitary Sewer Overflows (SSOs). At a minimum, these audits must occur every two years and a report must be prepared and kept on file. This audit shall focus on evaluating the effectiveness of the SSMP and the Enrollee's compliance with the SSMP requirements identified in this subsection (D.13), including identification of any deficiencies in the SSMP and steps to correct them.*

The City of Taft (City) SSMP was finalized and certified on May 2, 2010, as such, the City's first SSMP Audit is required to be completed every two (2) years following the initial SSMP adoption date. The most recent Audit was completed April 6, 2010 with the second audit due on or before May 2, 2014. Wallace Group will expedite conducting the audit and issuing an audit report. Based on our discussion, the following Scope of Services has been prepared for your consideration:

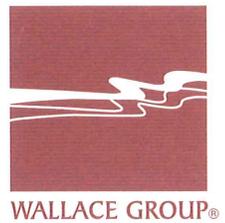
#### SCOPE OF SERVICES

##### Task 1: SSMP Audit

Wallace Group will audit the District's SSMP, dated September 2010, as required by WDR Order No. 2006-0003-DWQ, Section D.13(x) and using SSMP Audit guidance issued by the SWRCB in their August 2013 Enrollee's Guide to the SSO Database Sanitary Sewer Overflow Reduction Program located here:

[http://www.waterboards.ca.gov/water\\_issues/programs/sso/](http://www.waterboards.ca.gov/water_issues/programs/sso/)

Wallace Group Staff expects to work with City Public Works, Wastewater Collections staff, and Severn Trent Staff to perform the audit. The SSMP Audit process will consist of the following:



CIVIL AND  
TRANSPORTATION  
ENGINEERING

CONSTRUCTION  
MANAGEMENT

LANDSCAPE  
ARCHITECTURE

MECHANICAL  
ENGINEERING

PLANNING

PUBLIC WORKS  
ADMINISTRATION

SURVEYING /  
GIS SOLUTIONS

WATER RESOURCES

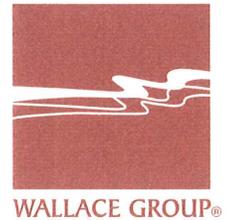


WALLACE GROUP  
A California Corporation

612 CLARION CT  
SAN LUIS OBISPO  
CALIFORNIA 93401

T 805 544-4011  
F 805 544-4294

[www.wallacegroup.us](http://www.wallacegroup.us)



1. An evaluation of the effectiveness of each SSMP element as a tool for managing the City's wastewater collection system, and
2. An assessment of the City's compliance with SSMP/WDR subsection D.13 requirements which included identification of any deficiencies in the SSMP and steps to correct them.

The SSMP Audit Report is not required to be submitted to the SWRCB, however, the SSMP Audit Report must be signed by a Legally Responsible Official and be maintained on file at the City's office for future reference by any SWRCB representative that may request it.

**Deliverables:**

- SSMP Audit Report (one (1) hard copy and one (1) PDF)

**SCHEDULE**

Upon receipt of this signed proposal, Wallace Group Public Works Regulatory Compliance Staff will perform the SSMP Audit as follows:

Task Name	Responsible Party/Duration	Locations
1. Provide SSMP Records/Reports Request memo and detailed SSMP audit schedule	Wallace Group Staff <i>(District Staff will be responsible for collection and organization of all supporting documents for the Audit prior to the date of the Audit.)</i>	Wallace Group Office
2. Schedule and conduct kick-off meeting and SSMP audit	Wallace Group Staff and City PW Staff - Two (2) business days (two meetings).	City of Taft PW Office
3. Issue Draft SSMP audit report	Wallace Group Staff - One (2) weeks after second SSMP Audit meeting	Wallace Group Office
4. Receive comments, resolve, and issue Final SSMP Audit Report	Wallace Group Staff and City PW Staff - One (1) week after all comments are received. Turnaround for City PW Staff comments - Two (2) weeks.	Wallace Group Office

We propose conducting the SSMP Audit and drafting the SSMP Audit Report over the course of two (2) business days at the City's Public Works offices as our experience in auditing other SSMP Enrollees such as Arroyo Grande, Grover Beach, and Avila Beach CSD, City of Buellton, and Seaside CSD shows this is the most efficient and effective method of completing the SSMP Audit and issuing the report.

**TO BE PROVIDED BY THE CLIENT**

- To Be Determined, a detailed data and records request of collection system reports and records will be sent to the City upon receipt of notice to proceed.

**ITEMS NOT INCLUDED IN SCOPE OF SERVICES**

The following services may also benefit your project. Wallace Group can provide these services, directly or through sub-consultants, however, they are not included in the current Scope of Services or estimate of fees:

- SSMP Revisions or Updates
- Annual GWDR Training



- SSMP Communication Program plan and outreach
- Standard Operating Procedures(SOPs) for Collection System Operation and Maintenance Activities
- SSO Water Quality Monitoring Plan
- SSO Emergency Operating Procedures
- Rehabilitation and Replacement Plan
- Additional Meetings with the City

**PROJECT FEES**

Wallace Group will perform the services denoted in Task 1 of the proposed Scope of Services in accordance with the attached Schedule of Fees (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$11,700.00 without receiving written authorization from the Client.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

**TERMS AND CONDITIONS**

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit B) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return one original to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for Public Works Regulatory Compliance services. If you would like to discuss this proposal in greater detail, please feel free to contact me or Bill Callahan.

Sincerely,

**WALLACE GROUP, a California Corporation**

Thomas K. Zehnder, PE C72702  
Principal  
612 Clarion Court  
San Luis Obispo  
California 93401  
T 805 544-4011  
F 805 544-4294  
www.wallacegroup.us

**TERMS AND CONDITIONS ACCEPTED:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Attachments  
cg: PP14-5313, 2009, std  
Exhibit A  
Exhibit B

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

**“Exhibit A”  
Schedule of Fees  
Personnel Hourly Rates**

**Public Works Administration Services:**

Project Analyst I - III .....	\$ 83 - \$122
Program Manager .....	\$122
Public Works Administrator I-III .....	\$122 - \$132
Senior Project Analyst .....	\$ 126
Senior Right-of-Way Agent .....	\$144
Senior Engineer I-III .....	\$144 - \$152
Senior Environmental Compliance Specialist I-III.....	\$144 - \$152

**Administrative Services:**

Office Assistant .....	\$ 45
Administrative Assistant I - V.....	\$ 64 - \$ 79
Financial Analyst I - II.....	\$ 83 - \$105
Senior Financial Analyst .....	\$122

**Additional Professional Services:**

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$275 an hour.

**Direct Expenses:**

Reimbursement of direct expenses incurred in connection with the project scope of work will be invoiced to the client. A handling charge of 15% may be added to the direct expenses listed below. Direct expenses include, but are not limited to the following:

- travel expenses (automobile/lodging/ meals)
- professional sub-consultants
- county/city fees
- document copies
- long distance telephone/fax
- postage/delivery service
- special materials
- blueprints
- photographs

**Invoicing and Interest Charges:**

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month (18% per annum) will be assessed on all balances that are thirty days past due.

**Fee Revisions:**

Wallace Group reserves the right to revise our Schedule of Fees on a semi-annual basis, and also to adjust hourly prevailing wage rates (up or down) as the State establishes rate changes. As authorized in advance by the Client, overtime on a project will be billed at 1.3 times the normal employee’s hourly rate.

**Personnel Classifications:**

Wallace Group may find it necessary to occasionally add new personnel classifications to our Schedule of Fees.

**Mileage:**

Wallace Group charges the IRS Standard Mileage Rate.

**Exhibit B**  
**Standard Terms and Conditions**  
**Project No. PP14-5313**  
**Contract Agreement Date: October 14, 2014**

**Client:** CITY OF TAFT  
209 East Kern Street, Taft, California 93268

**Consultant:** WALLACE GROUP, A CALIFORNIA CORPORATION  
612 Clarion Court, San Luis Obispo, California 93401

Client and Consultant agree that this Agreement, comprising pages 1 through 8, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

**ARTICLE 1. GENERAL PROVISIONS**

**1.1 Preamble**

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and the CONSULTANT, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and each will cooperate in the common endeavor of the contract.

**1.2 Governing Law and Jurisdiction**

The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in San Luis Obispo, California.

**1.3 Precedence of Conditions**

Should any conflict exist between the terms herein and the form of any purchase order or confirmation issued, the Terms and Conditions herein shall prevail in the absence of CONSULTANT'S express written conditions.

**1.4 Standard of Care**

In providing services under this Agreement, the CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**1.5 Corporate Protection**

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a California corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

**1.6 Confidentiality**

The CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than the CONSULTANT'S employees, sub-consultants and the general contractor and subcontractors, if appropriate, any data or information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

**1.7 Third-Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this Project to carry out the intent of this provision.

### **1.8 Timeliness of Performance**

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the CONSULTANT'S ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

### **1.9 Severability**

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

### **1.10 Survival**

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

### **1.11 Statutes of Repose and Limitation**

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the CONSULTANT'S services are completed or terminated.

### **1.12 Defects in Service**

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT'S services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT'S contractors or subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

### **1.13 Jobsite Safety**

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, constructions means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT'S contract with the General Contractor. The CLIENT also agrees that the CLIENT, the CONSULTANT and the CONSULTANT'S sub-consultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

### **1.14 Assignment: Subcontracting**

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CONSULTANT may not subcontract any portion of the work to be performed hereunder without such consent.

### **1.15 Force Majeure**

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

### **1.16 Disputes**

(a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding CONSULTANT'S fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between CLIENT and CONSULTANT, both the CLIENT and CONSULTANT agree to attempt to settle the fee dispute by mediation through the American Arbitration Association (or other mediation service) before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to perfect or enforce applicable mechanics lien remedies.

### **1.17 Attorneys' Fees**

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

### **1.18 Merger: Waiver: Survival**

Except as set forth in Article 3.6 above, this agreement constitutes the entire and integrated Agreement between the Parties hereto and supersedes all prior negotiations, representations, and/or agreement, written or oral. One or more wavier of any term, condition, or other provision of this Agreement by either party shall not be construed as a waiver of a subsequent breach of the same or any other provisions. Any provision hereof which is legally deemed void or unenforceable shall not void this entire Agreement and all remaining provisions shall survive and be enforceable.

### **1.19 Services by CLIENT**

CLIENT will provide access to site of work, obtain all permits, and provide all legal services in connection with the Project; CLIENT shall furnish, at the CLIENT'S expense, all information, requirements, reports, data, surveys and instructions required by this Agreement, unless specifically included in the Scope of Work. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. CLIENT shall pay the costs of checking and inspection fees, zoning application fees, soil engineering fees, testing fees, surveying fees and all other fees, permits, bond premiums and all other changes not specifically covered by the terms of this agreement. The CLIENT shall furnish, at the CLIENT'S expense, all information, requirements, reports, data, surveys and instructions required by this Agreement, unless specifically included in the Scope of Work. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

### **1.20 Retention**

If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

## **ARTICLE 2. DEFINITIONS**

### **2.1 Salary Costs**

The direct salaries of all CONSULTANT'S personnel engaged on the project. Salary costs include the actual direct pay of personnel assigned to the project (except for routine secretarial and accounting services) plus payroll taxes, insurance, sick leave, holidays, vacation, and other direct fringe benefits.

### **2.2 Direct Expenses**

Expenditures made by the CONSULTANT, its employees or its sub-consultants in the interest of the Project. Applicable reimbursable direct expenses are defined on the attached Schedule of Fees.

## **ARTICLE 3. COMPENSATION**

### **3.1 Payment Due**

Invoices shall be submitted by the CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid in full within thirty (30) days of the invoice date.

### **3.2 Interest**

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, the invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

### **3.3 Collection Costs**

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at standard billing rates for the CONSULTANT'S time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.

### **3.4 Termination or Suspension of Services**

This agreement may be terminated or suspended by either party effective seven (7) days from the date of written notice, or if the CLIENT suspends the work for three (3) months. Upon receipt of a notice of termination or suspension, CONSULTANT will immediately stop or suspend its work and the work of all its subcontractors and suppliers. Failure of CLIENT to make payments when due shall be cause for suspension of services or ultimately, termination, unless and until CONSULTANT has

been paid in full all amounts due for services, expenses and other approved related charges. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the CLIENT. Upon payment-in-full by the CLIENT, CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the CONSULTANT to resume performance.

### **3.5 Set-Offs, Backcharges, Discounts**

Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

### **3.6 Satisfaction with Services**

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT'S services to the date of payment and is not aware of any deficiencies in those services.

### **3.7 Disputed Invoices**

If the CLIENT objects to any portion of any invoice, the CLIENT shall so notify the CONSULTANT in writing within fifteen (15) days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within forty-five (45) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the invoice date.

### **3.8 Payments to the CONSULTANT**

Payments to the CONSULTANT shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the CONSULTANT'S compensation for any reason unless the CONSULTANT has been found to be legally liable for such amounts.

### **3.9 Advance Payment: Withholding Work Product**

CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the Scope of Work. CONSULTANT is not obligated to provide services in excess of the authorized budget.

## **ARTICLE 4. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS**

### **4.1 Definitions**

Services and work products not expressly or implicitly included with those specified in this agreement, as determined by CONSULTANT, are not covered by this agreement. Such services and work products will be provided only upon compliance with the procedures set forth in paragraphs 3.5 and 3.6 below.

### **4.2 Services During Construction**

Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the contractor's compliance with the functional provisions of the project specifications only. CONSULTANT in no way guarantees or insures contractor's work nor assumes responsibility for methods or appliances used by the contractor for job site safety or for contractor's compliance with laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

### **4.3 Soil Testing**

CONSULTANT makes no representations concerning soil conditions, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. It is the CLIENT'S responsibility to obtain a soils report upon which report CONSULTANT can rely.

### **4.4 Opinion of Probable Construction Costs**

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT'S opinions of probable construction costs are made on the basis of the CONSULTANT'S professional judgment and experience. CONSULTANT makes no warranty, express or implied, that bids or negotiated cost of the Work will not vary from the CONSULTANT'S opinion of probable construction cost.

#### **4.5 Adjustment**

Additional services or work products resulting in an adjustment of CONSULTANT'S original estimated budget or fixed fee will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same and signed by both parties.

### **ARTICLE 5. TERMINATION OF AGREEMENT**

#### **5.1 Due to Default**

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with this agreement through no fault of the party initiating the termination.

#### **5.2 Without Cause**

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the project is abandoned.

#### **5.3 Termination Adjustment: Payment**

If this agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred to the termination notice date, including reimbursable expenses due, plus an additional amount not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but limited to cancellation of fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

### **ARTICLE 6. LIMITATION OF LIABILITY: WAIVER: WARRANTY**

#### **6.1 Limitation of Liability**

In recognition of the relative risks and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT to the CLIENT shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### **6.2 Contractor and Subcontractor Claims**

The Client further agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and the Consultant's officers, directors, partners, employees and sub-consultants to all construction contractors and subcontractors on the Project for any and all claims, losses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Consultant and the Consultant's sub-consultants to all those named shall not exceed \$50,000.00, or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### **6.3 Warranty**

CONSULTANT makes no warranty, either express or implied, as to his findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiations of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination Provision hereof.

If the scope of services pursuant to this agreement does not include on-site construction review, construction management, supervision of construction of engineering structures, or other construction supervision for this project, or if subsequent to this agreement CLIENT retains other persons or entities to provide such services, CLIENT acknowledges that such services will be performed by others and CLIENT will defend, indemnify and hold CONSULTANT harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of CONSULTANT; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of CONSULTANT.

#### **6.4 Interpretation**

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary responsibility, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the CONSULTANT'S sole or gross negligence or the CONSULTANT'S willful misconduct. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suites against other parties who may join the CONSULTANT as a third-party defendant. "Parties" means the CLIENT and the CONSULTANT, and their officers, directors, partners, employees, subcontractors and sub-consultants.

#### **6.5 Delays**

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the CLIENT of the CLIENT'S contractors or CONSULTANT'S; or discovery of any hazardous substances or differing site conditions.

### **ARTICLE 7. HAZARDOUS WASTE MATERIALS**

#### **7.1 Liability**

CONSULTANT hereby states and CLIENT hereby acknowledges that CONSULTANT has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing substances including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract indemnity or otherwise against the CONSULTANT, its principals, employees, and agents if such claim, in any way, would involve the CONSULTANT'S services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify and hold harmless CONSULTANT, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the CONSULTANT pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the CONSULTANT.

### **ARTICLE 8. OWNERSHIP AND REUSE OF DOCUMENTS**

#### **8.1 CONSULTANT Ownership**

All original papers, documents, drawings, electronic media and other work product of CONSULTANT, and copies thereof, produced by CONSULTANT pursuant to this agreement shall remain the property of CONSULTANT and may be used by CONSULTANT without the consent of CLIENT. Upon request and payment of the costs involved, CLIENT is entitled to a copy of all papers, documents and drawings provided CLIENT'S account is paid current.

#### **8.2 Document Reuse**

In the event the CLIENT, the CLIENT'S contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans specifications or other construction documents prepared by the CONSULTANT without obtaining the CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the contractor or any subcontractors of any tier from making any changes or modifications to the CONSULTANT'S construction documents without the prior written approval of the CONSULTANT and further requires the contractor to indemnify both the CONSULTANT and the CLIENT from any liability or cost arising from such changes made without proper authorization.

#### **8.3 Electronic Media Alteration and Reuse**

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, CONSULTANT reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by CONSULTANT in CADD form only for information and use by CLIENT for the specific purpose for which CONSULTANT was engaged. Said materials shall not be used by CLIENT, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT'S express written permission. Unauthorized modification or reuse of the materials shall be at CLIENT'S sole risk, and CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials.

## ARTICLE 9. CONDOMINIUM PROJECTS

### 9.1 Condominium Conversion

The CLIENT does not now expect this project will be converted into condominiums. Because this project will not be designed for condominium ownership, the CLIENT agrees that if, the CLIENT decides to convert the project into condominiums in the future, the CLIENT will, to the fullest extent permitted by law, indemnify and hold harmless the CONSULTANT, its officers, directors, employees, and sub-consultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorneys fees and defense costs, arising out of or in any way connected with the conversion to condominium ownership, except for the sole negligence or willful misconduct of the CONSULTANT.



# City of Taft Agenda Report

**DATE:** November 4, 2014

**TO:** MAYOR LINDER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**PUBLIC WORKS & CORRECTIONAL FACILITY MAINTENANCE POSITIONS**

**SUMMARY STATEMENT:**

Since the re-opening of the Taft Modified Community Correctional Facility (MCCF) the Maintenance Worker/HVAC Technician has been working full-time at the Correctional Facility. The majority of the City's HVAC systems and related maintenance work performed by this position are located in the Correctional Facility. Based on the on-going and anticipated needs it is recommended to transfer the position of Maintenance Worker/HVAC Technician from Public Works to the MCCF. To ensure all facilities in the City are serviced, this position will still be required to perform HVAC related service and maintenance to other City facility's as needed.

Dedicating resources from Public Works to service and maintain the Correctional Facility staff has resulted in a re-assignment of duties and responsibilities on the Public Works crew. Based on the needs of the department it is requested to replace the Maintenance Worker/HVAC Technician position with an Equipment Operator. The Equipment Operator classification is expected to perform journey level maintenance work in a variety of areas as well as operate equipment.

This item was reviewed by the Personnel and Finance Committees which recommended forwarding to the City Council for consideration.

**RECOMMENDED ACTION:**

Motion to approve **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AMENDING THE POSITION CLASSIFICATION PLAN AND ESTABLISHING CORRESPONDING COMPENSATION RATES**

**IMPACT ON BUDGET (Y/N):**

Transfers one (1) position to the MCCF budget at an annual cost of approximately \$73,000 with a corresponding cost decrease to Public Works Budget. The overall City-wide cost of the additional position in Public Works is \$64,000 annually.

**ATTACHMENT (Y/N):** Resolution

**PREPARED BY:** Lonn Boyer, Director of Human Resources/Asst. City Manager

**REVIEWED BY:**

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT  
AMENDING THE POSITION CLASSIFICATION PLAN  
AND ESTABLISHING CORRESPONDING COMPENSATION RATES**

**WHEREAS**, pursuant to Section 1-10-5, Taft Municipal Code, the City Council may adopt rules and regulations for the administration of the personnel system, including establishing position classifications and range changes; and

**WHEREAS**, the City Council wishes to amend the Position Classification Plan and establish corresponding compensation rules pursuant thereto.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Taft that:

Section 1. The Position Classification Plan is hereby amended to update following positions:

Position Title

TRANSFER: From Public Works to MCCF

Salary Range

Maintenance Worker/HVAC Technician

31.9 (\$1,384.38 - \$1,682.72 Bi-weekly)

ADD:

One (1) Equipment Operator

29.9 (\$1,316.94 - \$1,600.75Bi-weekly)

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2014

ATTEST:

\_\_\_\_\_  
Paul Linder, Mayor

\_\_\_\_\_  
Alina Megerdom,  
City Clerk

STATE OF CALIFORNIA }  
COUNTY OF KERN }SS  
CITY OF TAFT }

I, Alina Megerdom, City Clerk of the City of Taft, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Taft at a regular meeting thereof held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by the following vote:

AYES: COUNCILMEMBER:  
NOES: COUNCILMEMBER:  
ABSENT: COUNCILMEMBER:  
ABSTAIN: COUNCILMEMBER:

\_\_\_\_\_  
ALINA MEGERDOM,  
CITY CLERK



# City of Taft Agenda Report

**DATE:** November 4, 2014

**TO:** MAYOR LINDER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**APPROVE MEMORANDUM OF UNDERSTANDING (MOU) WITH CDCR AND THE KERN COUNTY DISTRICT ATTORNEY'S OFFICE FOR PRISON PROSECUTION CASES**

**SUMMARY STATEMENT:**

Our contract prison with the California Department of Corrections & Rehabilitation (CDCR) sometimes requires case investigations and referrals to the Kern County District Attorney should an inmate commit an additional crime while in our facility (MCCF). Certain regulations need to be met and various methods of prosecution are available based on rules enumerated in Title 15 of the California Code. Based on those codes, a Memorandum of Understanding (MOU) between the Taft Police Department, CDCR, and the Kern County District Attorney has been drawn up to insure compliance with all the rules and regulations pertaining to Prison Prosecution cases.

This MOU has been reviewed by the City Attorney and approved on content.

**RECOMMENDED ACTION:**

Motion to approve the MOU between the California Department of Corrections and Rehabilitation, Taft Modified Community Correctional Facility and Kern County District Attorney and authorize City Manager and Chief of Police to execute agreement.

**FUNDING SOURCE:** N/A

**ATTACHMENT (Y/N):** Yes - MOU

**PREPARED BY:** Ed Whiting – Chief of Police

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION,  
TAFT MODIFIED COMMUNITY CORRECTIONAL FACILITY  
AND  
KERN COUNTY DISTRICT ATTORNEY'S OFFICE**

**I. PURPOSE**

This Memorandum of Understanding (MOU) is entered into between the Kern County District Attorney's Office (KCDA) and the California Department of Corrections and Rehabilitation (CDCR), Taft Modified Community Correctional Facility to establish guidelines for the referral of crimes for prosecution, investigation of criminal activity, release of records to the District Attorney's Office, and notification of inmate death or other major incident.

The guidelines contained in this agreement are to be construed broadly in the spirit of mutually beneficial cooperation between the agencies. There may be instances in which a case does not fall strictly within the guidelines prescribed by this agreement. Such unique cases should be discussed between the agencies and may result in cases being referred to the District Attorney's Office even though they are not explicitly contemplated by this agreement. These guidelines do not limit the discretion of the District Attorney's Office to prosecute any offense under California law.

**II. EFFECTIVE DATE, MODIFICATION, AND TERMINATION**

This agreement becomes effective upon signing by both parties and remains in effect until superseded, modified, or terminated.

This agreement may be modified by mutual agreement of the parties. Any such modification shall be in writing and signed by the parties or their successors. Any such modification shall be subject to all remaining terms of this agreement.

Either party may terminate this agreement upon thirty (30) calendar days written notice, without cause, unless an earlier time is mutually agreed upon by both parties.

**III. GOVERNING REGULATION**

Title 15 California Code of Regulations, section 3316:

- (a) Except as provided in subsection (b), all criminal misconduct by persons under the jurisdiction of the department or occurring on facility property *shall*

be referred by the institution head or designee to appropriate authorities for possible investigation and prosecution when there is evidence substantiating each of the elements of the crime to be charged.

**IV. UNDERSTANDING, AGREEMENTS, SUPPORT AND RESOURCE REQUIREMENTS:**

1. When making a request for criminal charges to be filed, CDCR shall provide the KCDA with the following:
  - 1 copy of the formal complaint request sheet for each defendant
  - 4 copies of the incident report (plus one copy for each additional defendant in multiple defendant cases)
  - 4 copies of the Probable Cause Declaration for each defendant
  - 4 copies of the rap/DMV for each defendant

Additionally, one copy of the following for each defendant shall be provided:  
Certified Penal Code section 969b packet  
All RVR 115 violations  
Probation report from the commitment offense(s)

Finally, one copy of the following for each victim shall be provided:  
All RVR 115 violations  
Probation report from the commitment offense(s)

NOTE: RVR 115 reports and probation reports may be provided on CD for CDCRs convenience.

2. Filing Decision: KCDA shall provide written notification to CDCR within a reasonable period of time from the submission of the case indicating whether the case has been accepted for prosecution. Incident packages may be denied outright and returned to the liaison if any of the following are not included with the submitted package (Note: there should be one copy for the DDA and one copy for each defendant):
  - Photographs mentioned in reports, preferably on CD-ROM discs
  - Video mentioned in reports (including "use of force" inmate interviews and cell extraction videos) CDs of audio recordings (e.g., victim, witness, or suspect interviews)
  - Current certified 969b packets for each inmate suspect
  - Liaison/Investigating Officer's declaration regarding Confidential Memoranda and attachments (see attachment to agreement)
  - Toxicology results of tested evidence (e.g., narcotics, blood, urine) from forensic laboratories
  - CDs of recorded phone conversations mentioned in reports

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Taft Modified Community Correctional Facility  
Kern County District Attorney's Office

- Copies or scanned images of letters/kites mentioned in reports
- Search warrant and affidavit for search warrant, if applicable
- "rap sheets" of all suspects

If a case is denied by the District Attorney's Office and returned to the institution for further investigation, CDCR will seek to obtain the further investigation request in a reasonable and timely manner.

3. All staff witnesses should immediately write an individual report containing the facts within their personal knowledge of the incident under investigation. These written reports are to be included in any report package referred for prosecution. All inmate victims or witnesses shall be documented in the reports and an audiotaped or, when possible, videotaped interview shall be conducted. If neither recording option is available, the inmate victim or witness statements shall promptly be reduced to writing and included in the referral package, even if the inmate's only statement is seemingly unrelated to the offense, that he did not witness the incident, "no comment", or the inmate refused to come out of his cell. Additionally, every attempt shall be made to obtain a statement (either investigatory, Miranda, or both) from the suspect(s) in a crime.
4. CDCR agrees to assist the District Attorney's Office with expert testimony, upon request, on matters related to correctional procedures or criminal investigations conducted by CDCR.
5. Central Files are accessible to the District Attorney's Office pursuant to Government Code Section 6263.
6. CDCR will provide medical documentation regarding assessment and treatment of injuries of victims of violent crime being submitted to the District Attorney's Office for filing. CDCR will obtain consent of the victim or otherwise comply with the requirements of Penal Code sections 1543 through 1545, 1524, or HIPAA § 164.512(f).

If a criminal suspect received medical treatment in conjunction with an incident being submitted for filing (e.g. surgical removal of contraband from the body, injuries sustained during a violent attack), such records will also be provided by CDCR to the District Attorney's Office as part of the submission package. CDCR will comply with Penal Code sections 1543 through 1545, 1524, or HIPAA § 164.512(f) in providing these documents to the District Attorney's Office.

7. Subpoenas for inmate records, including Central and Confidential Files, shall be referred to the institution in which the crime occurred. Subpoenas for inmate medical and psychiatric records shall be referred to the institution in which the inmate is housed at the time the subpoena is issued. Any questions regarding subpoenas or court

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Taft Modified Community Correctional Facility  
Kern County District Attorney's Office

orders for inmate/parolee records should also be directed to the institution's designated Litigation Coordinator.

8. All parties understand the need to protect the safety and security of inmates who have given information deemed by CDCR to be confidential. However, in the prosecution of criminal cases, statements of all defendants, victims and eyewitnesses to an incident must be disclosed to the District Attorney's Office. This includes statements made by an eyewitness to an Internal Affairs investigator.

In accordance with our *Brady* obligation, the following procedure was established to both comply with that obligation and to ensure that our DDA's are not compromised by information that they were not supposed to have or did not know existed. For example, an officer can either state in his/her report that information from a confidential informant was relied upon or follow the procedure outlined below. This policy is utilized between the KCDA's Office and all law enforcement agencies within Kern County.

- Case agent provides a separate written memo to the supervising deputy district attorney (SDDA) of the Prison Crimes Unit detailing the following information:
  - Name and contact information of the officer who conducted any search, contact with suspect, and/or arrest of suspect based upon confidential information.
  - Summation of information provided to that officer by the confidential informant.
  - Summation of the independent probable cause developed by the case agent.
- The SDDA would review the memo and the underlying reports. If necessary, the SDDA must contact the originating officer to review all of his information to determine if disclosure was or was not necessary.
- The SDDA must document all the information and decide whether a *Brady* disclosure was necessary or not.
- If a *Brady* disclosure was necessary, the SDDA must advise the originating officer to determine the impact of on-going investigations and operations. After consultation, the decision would be with the DA's office to either proceed and disclose; or dismiss the case.
- If a *Brady* disclosure was not necessary, the SDDA would write a decision memo and place it, with all supporting documentation, in a sealed envelope with case identification information on the outside. These envelopes are to be maintained in a secure location.
- The SDDA will notify the trial DDA that confidential information exists and that, at the appropriate times, the DDA must invoke the privileges pursuant to Evid. Code §1040. If an *In Camera* hearing is necessary, the SDDA will present the information to the judge.

9. The DDA or designee is authorized to review confidential files in the presence of designated institution staff to determine whether there is sufficient available information to file criminal charges for in-custody misconduct (i.e., staff assault/inmate assault). Requests by the DDA or designee for copies of confidential documents necessary to prosecute in-custody crimes shall be provided to the Litigation Coordinator, who will forward the documents to the Warden or designee for authorization to release. (DOM 13030.14)

Confidential documents identified by the Warden or designee as endangering the safety and security of staff, inmates, or the institution and/or deemed too sensitive for release to the DDA or designee will not be released without a proper court order. All other requests by the DDA or designee for access to confidential files to assess information for possible prosecution of crimes occurring in the community will be reviewed by the Warden or designee on a case-by-case basis. The Warden or designee shall factor the need of the DDA or designee to obtain relevant information and the need to ensure the safety and security of staff, inmates and the institutions.

In the event the DDA or designee discovers exculpatory information in the confidential files during their initial review, or any subsequent review, the DDA shall immediately notify the Warden or designee of the discovery and of the DDA's duty to disclose the exculpatory information to defense. The DDA or designee shall notify the Warden or designee prior to disclosure of such information to the defense in order for the Warden or designee to determine any possible safety concerns and take appropriate action. KCDA shall retain discretion to dismiss any case wherein documents deemed necessary for prosecution are requested but withheld by CDCR.

At the time the case is submitted to the District Attorney's Office, the existence of confidential memoranda related to the case shall be disclosed to the District Attorney's Office by including a completed "Attachment to Case Transmittal Form Regarding Confidential Information."

## **V. PROSECUTORIAL CONSIDERATION**

The decision of whether or not to file criminal charges against an inmate must take into account all circumstances involving the offense, the victim, and the offender. While nearly all in-custody offenses are designated felonies by statute, an effort is made to evaluate the conduct involved in order to prosecute the more serious offenses and allow the less serious offenses to be handled through the correctional administrative discipline process.

The power and authority to use administrative discipline as an alternative to formal prosecution is a unique option that can be considered in crimes committed by an inmate. Thus, factors such as the seriousness of the offense, degree of injury to the victim, mental status of the inmate, actual sentencing consequences to the inmate, as well as the quantity and quality of the evidence of the offense should be considered. Director's Rule #3316(D)(3) provides that an acquittal in

court will result in a reversal of any administrative sanctions, thus, the ability to achieve a conviction should be considered as well.

## **VI. COMMON CRIMES COMMITTED IN PRISON**

### **ASSAULTIVE CRIMES**

{Penal Code §§ 4500; 4501; 4501.1; 4501.5; 245(a); 245(c)}

#### **1. Assaults on Staff (Sworn and Non-sworn):**

All assaults and batteries on staff members shall be referred for review. All crimes designated an Aggravated Battery by Gassing, as defined in Penal Code section 4501.1, are required by statute to be referred to the District Attorney's Office for prosecution. [Pen. Code § 4501.1(d)]

Assaults on staff should be referred for review where there is significant, observable injury, **or** where, by the nature of the assault, the potential for serious or great bodily injury is clear. (For example, acid thrown at an officer, but misses). Serious injury may include, but is not limited to, loss of consciousness, concussion, bone fracture, protracted loss or impairment of function of any bodily member or organ, a wound requiring extensive suturing, and/or serious disfigurement. [CALCRIM 925; Pen. Code 243(f)(4)]

Subdivision (b) of section 4501.1 defines the term "gassing" for purposes of a criminal violation. There is no violation of this section unless the bodily fluid, bodily substance, or mixture thrown results in actual contact with the victim's skin or membranes. **Thus, evidence of the bodily fluids used in the battery must be collected at the time of the incident.** The suspected bodily fluids **shall** be tested and analyzed. [Pen. Code § 4501.1(c)] The results from the testing will immediately be reported to the District Attorney's Office. Incidents not involving proof beyond a reasonable doubt that a bodily fluid was involved, or where the substance did not result in contact with the person's skin or membranes, should be referred as a violation of Penal Code section **4501.5**, not 4501.1.

Batteries on staff only require that an inmate willfully used force or violence upon another person who was not an inmate. (Pen. Code 4501.5) No injury is required for a referral under this code section.

#### **2. Assaults on other inmates:**

Assaults by an inmate on another inmate should be referred where a deadly weapon or instrument was used **or** the means of force used produced or was likely to produce great bodily injury. Great bodily injury means a significant or substantial injury, not

an injury that is trivial, insignificant, or moderate in nature. [CALCRIM 3160; Pen. Code 12022.7; Pen. Code 245(a)(4)]

If the victim inmate expresses an unwillingness to testify, ensure that all corroborating evidence is gathered, including witness statements, articles of clothing, photographs of the victim and suspect(s).

**3. Sexual Assaults:**

{Penal Code §§ 220, 261, 264.1, 286, 288a, 289, and 289.6}

The provisions of Public Law 108-79 (the Prison Rape Elimination Act of 2003), California Assembly Bill 550 (Chapter 303, Statutes of 2005), and CDCR's Operations Manual, sections 54040.1 through 54040.17 govern CDCR's response to allegations of sexual misconduct. All criminal investigations of sexual misconduct **shall** be referred to the District Attorney's Office. Pursuant to Penal Code section 293(a) and Government Code section 6254, the "Victims of Sex Crimes" form must be attached to all criminal reports related to Penal Code sections 220, 261, 264.1, 286, 288a, and 289. Sexual assault kits from the Kern County Regional Crime Lab shall be used in the collection of evidence.

**4. Homicides Or Other Major Incidents:**

{Penal Code §§ 187, 664/187, 4500}

The District Attorney's Office shall be notified of **any** death that occurs in any facility operated by CDCR within Kern County. (Pen. Code 5021)

Notification of an inmate's death, when the circumstances indicate even a possibility of criminal conduct, and notification of any other major incident shall be made **immediately** by calling the Kern County Sheriff's Department Communication Center at 661-861-3110. The KCSO Communication Center will immediately contact the on-call lieutenant from the Kern County District Attorney's Office Investigations Division.

For all inmate deaths, CDCR shall fax the preliminary report required by CDCR regulations to the District Attorney's Office at 661-868-2135.

It is critical that the crime scene is preserved for evidence collection. Complete photographs of the crime scene should be taken as soon as the crime is discovered, including photographs of the victim taken in the location and position in which he was found. Evidence of potential sexual activity shall be taken from both the suspect and the victim using the sexual assault kit provided by the Kern County Regional Crime Lab to prevent future false claims.

Should the homicide occur in a cell or housing unit, all inmates living in the housing unit should be identified in the 837 incident report. Similarly, should the homicide occur on an exercise yard, all inmates in the vicinity should be identified in the 837 incident report as well.

A **major incident** includes any homicide, attempted homicide with proof of intent to kill (as opposed to an assault resulting in great bodily injury), escape, riot involving a significant number of inmates, any use of deadly force, or a serious assault on a correctional officer.

## **INDECENT EXPOSURE**

### **1. Indecent Exposure {Penal Code § 314(1)}**

In accordance with the directive issued by the Director of the Division of Adult Institutions on this issue, referral of cases involving indecent exposure in violation of Penal Code section 314(1) should be submitted to the District Attorney's Office for filing consideration. The crime is a felony only where the inmate has a previous conviction for a violation of section 314(1) or section 288 (lewd or lascivious acts), not to be confused with section 288a (oral copulation).

Charges are more likely to be filed where there have been previous violations and the incident occurs in a more public area of the prison or it is clear that the defendant was trying to direct attention to his behavior. However, referral of a first time offense of section 314(1) will be considered in order to obtain the "prior conviction" necessary for a possible future felony offense. All previous rules violation reports concerning similar conduct should be attached to the report and submitted to the District Attorney's Office.

To violate section 314(1), the defendant must: (1) willfully expose his genitals in the presence of another who might be offended or annoyed by the defendant's actions, and (2) intend to direct public attention to his genitals for the purpose of sexually arousing or gratifying himself *or* sexually offending another person. An investigation should be conducted by someone other than the victim and an interview with the victim *and* defendant should be taken. The offense reports should state specifically where the offense occurred, whether the victim was offended or annoyed by the defendant's behavior, and exactly what the defendant was doing to call attention to himself.

Attached to this agreement is an advisal form to be provided to a defendant in the event a case is either not submitted to or rejected by the District Attorney's Office.

## **POSSESSION CRIMES**

### **1. Weapons Possession {Penal Code §§ 4502, 4574}**

All cases involving an identifiable suspect in the possession of a firearm, deadly weapon, or explosive shall be referred to the District Attorney's Office for review and possible felony prosecution.

Possession of a weapon, or attempt to manufacture a weapon fitting the criteria set forth in Penal Code § 4502 (e.g. "sharp instrument") shall also be referred to the District Attorney's Office for review and possible felony prosecution.

The crime of Penal Code § 4502 requires that the inmate knew he possessed the sharp instrument and that he knew it was a sharp instrument; it is not required that the weapon belong to the inmate. "It is not mine" is **not** a defense. "I didn't know it was there" and/or "I didn't know what it was" **is** a defense. Circumstantial evidence to prove the inmate either knew it was there or knew what the instrument was will be necessary for a successful prosecution.

Therefore, the filing of charges in such cases will depend on (1) whether the inmate is in actual physical possession of the weapon (in his hands, clothing, or body cavities); or (2) whether it is found secreted in the inmate's personal property, his cell, or there is an admissible confession, an admission of responsibility, or there is evidence that the inmate is single-celled in a controlled movement unit and no one else had access to the cell. Any documentation tending to establish that the inmate's cell was searched immediately prior to him being housed in it and/or searches were conducted after the inmate was housed in the cell and the cell was found free of contraband shall be submitted to the District Attorney's Office with the referral packet. Photos of where the instrument was found shall be taken. The item or container in which the instrument was found (clothing, books, letters, etc.) must be secured and processed as evidence, with the exception of large or unmovable objects.

### **2. Controlled Substances Possession {Health and Safety Code §§ 11350, 11351, 11351.5, 11352, 11359, 11360, 11375, 11377(a), 11378, 11379.6, 11383; Penal Code § 4573, 4573.5; 4573.6, 4573.8, 4573.9}**

**By Free Persons:** Possession of a usable quantity of controlled substances by free persons within the prison grounds shall be referred to the District Attorney's Office for review and possible prosecution when there is evidence that tends to connect the person to the contraband.

Generally, these cases are best established if:

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California Department of Corrections and Rehabilitation,  
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Kern County District Attorney's Office

- (1) The substance or item is found on the person;
- (2) There is an admission or confession to the possession of the substance or item; or
- (3) There is videotape evidence showing the free person in possession of the controlled substance.

Videotape evidence shall immediately be seized and booked into evidence. If the substance is found in a car or other container not on the person, photographs of where the substance was found shall be taken. Photographs of the substance as packaged shall also be taken. The package, including any and all bindles, shall be weighed. The substance shall not be removed from individual bindles.

"It is not mine" is **not** a defense. "I didn't know it was there" and/or "I didn't know what it was" **is** a defense. An interview with the suspect shall be taken to determine that the suspect knew of the substance's presence and knew that it was a controlled substance. Evidence of possession for sales (pay/owe sheets, green dot cards or account numbers, packaging, large sums of cash, etc.) is relevant to prove knowledge.

**By Inmates:** Inmates found in possession of any usable amount of controlled substance or drug paraphernalia shall be referred to the District Attorney's Office for review and possible felony prosecution. Like possession of weapons by inmates, cases should be referred, (a) when the inmate is in actual possession of the contraband (hands, clothing, or body cavity); or (b) when it is found secreted in his personal property or his cell and there is an admissible confession or admission of the ownership, or other evidence tending to prove the inmate knew of the substance's presence and nature as a controlled substance.

Videotape evidence shall immediately be seized and booked into evidence, when available. Photographs of where the substance was found shall also be taken. Photographs of the substance as packaged shall also be taken. The package, including any and all bindles, shall be weighed. The substance shall not be removed from individual bindles.

Judicial economy and practical considerations preclude prosecution of inmates in possession of minor amounts of marijuana. All cases where inmates are in possession of hard narcotics or narcotic paraphernalia, (e.g., hypodermic needles) may be submitted for evaluation if the criteria in the MOU are met.

Note: Do not refer cases seeking to charge inmates with possession of controlled substances based on a positive urinalysis that detected a controlled substance. Such conduct is not to be treated as criminal possession based only on the drugs being detected in an individual's blood or urine. (H&S § 11364; *People v. Morales* (2001) 25 Cal.4<sup>th</sup> 34.)

**3. Conspiracies to Smuggle Controlled Substances  
{Penal Code § 182}**

Conspiracies to provide a controlled substance to an inmate is a felony. In order to prove that a conspiracy has occurred, the following must be shown: (1) the suspect or suspects entered into an agreement; (2) the suspect(s) intended for someone to introduce a controlled substance into the prison for the inmate; and (3) the named suspect(s) committed at least one overt act to further the conspiracy. Evidence supporting the agreement and commission of an overt act must exist. Recorded telephone conversations, letters, 'kites', and interviews with all suspects and witnesses should be conducted and included with all cases submitted to the District Attorney's Office.

These types of crimes usually involve both inmates and non-inmates (typically, approved visitors). Generally, a search warrant affidavit is written by ISU or IGI staff and a search warrant is obtained prior to the non-inmate's visit to the prison. The search warrant affidavit is often based on staff members' listening to telephone conversations or monitoring inmate mail. When such a visitor arrives at the prison, the search warrant is executed and the individual is searched for contraband. If suspected contraband is found, the suspect is arrested.

All preliminary documents (e.g. search warrant affidavit) and any completed reports shall be faxed to the District Attorney's Office by 8:30 a.m. on the morning of the first court day following arrest of a non-inmate who is in the custody of the Kern County Jail. Complete submission packets shall be brought to the District Attorney's Office no later than noon the same day, as cases must be filed with the court no later than 3:00 p.m.

CDCR will prepare transcripts of all phone calls mentioned in reports or search warrant affidavits as soon as possible. The transcripts will be provided to the District Attorney's Office as soon as they are available.

In all cases involving a controlled substance, the substance(s) shall be sent for analysis to the Kern Regional Crime Lab. The toxicology reports generated by the lab shall be disclosed to the District Attorney's Office immediately upon receipt by CDCR.

**4. Possession of Cell Phone  
{Penal Code §§ 4575, 4576}**

Both Penal Code § 4575 and 4576 are misdemeanors. Although the District Attorney's Office does not generally prosecute misdemeanors committed in prison, cases involving visitors or non-sworn staff who deliver, or attempt to deliver, a cell phone to an inmate, should be submitted to the District Attorney's Office for review.

Conspiracies to introduce a cell phone to an inmate is a felony. In order to prove that a conspiracy has occurred, the following must be shown: (1) the suspect or suspects entered into an agreement; (2) the suspect(s) intended for someone to introduce a cell phone into the prison for the inmate; and (3) the named suspect(s) committed at least one overt act to further the conspiracy. Similar to a conspiracy to introduce controlled substances, evidence supporting the agreement and commission of an overt act must exist. Recorded telephone conversations, letters, 'kites', and interviews with all suspects and witnesses should be conducted and included with all cases submitted to the District Attorney's Office.

### **ESCAPES OR ATTEMPTED ESCAPES**

#### **1. Escapes {Penal Code § 4530}**

Completed escapes should be referred as quickly as possible to the KCDA office so that arrest warrants are promptly entered into the criminal justice information system. Attempts to escape should be referred when the evidence unequivocally demonstrates an intent to escape, as compared to facts which demonstrates the inmate was merely 'out of bounds' in violation of the institution's rules. The 837 report must specify whether or not the inmate used force during the escape or attempt to escape.

### **CRIMINAL THREATS**

#### **1. Criminal Threats {Penal Code § 422}**

Incidents in which an inmate threatens to kill or to inflict great bodily injury or to commit a forcible sexual crime upon a staff member should be referred, provided that the staff member took the threat seriously and was in sustained fear for his/her personal safety or the safety of his/her family. The victim's feelings of fear shall be documented in the 837 report written by the victim staff member.

### **OTHER CRIMES**

The above listing of prison crimes is not an exhaustive one; rather, it is a list of the crimes that are most commonly referred to District Attorney Offices having correctional institutions within their jurisdictions. It is agreed that if a case exists wherein it is believed the prosecution criteria appears to be borderline, or there is a desire by ISU for a review of an incident on the part of the District Attorney's Office, the case will be referred for possible criminal prosecution.

It is further understood that the Investigative Services Unit (ISU) lieutenant, or his/her designee, will act as the liaison between the institution and the District Attorney's Office.

The ISU lieutenant, or his/her designee, will regularly meet with the District Attorney, or his/her designee, to mutually apprise each other of changes in circumstances that may affect their operation and to adjust for those changes.

### **CRIMES COMMITTED BY STAFF**

In instances where non-sworn staff members are suspected of committing a crime while engaged in the course and scope of their duties, a case referral shall be submitted to the District Attorney's Office Prison Crimes Unit in the manner stated above.

In instances where sworn staff members are suspected of committing a crime while on duty or in some way related to their duties as a peace officer, the case shall be submitted to the main division of the District Attorney's Office for filing review.

Investigations will be conducted by Taft Police Department Personnel assigned to Conduct Internal Affairs investigations or referred to the Kern County District Attorney – Bureau of Investigations at the request of the Chief of Police.

### **CDCR INVESTIGATION OF CRIMINAL ACTIVITY**

Investigation and prosecution are but two phases of one indivisible process. For the most part, the quality of the initial investigation will determine the likelihood of success of the prosecution. Recognizing that investigative responsibility is vested primarily with CDCR, it is suggested that the following procedures be implemented to the extent that they are consistent with the administration of the prison facility:

**Evidence Collection:** It is imperative that whoever finds a piece of evidence documents when, where, and how the item was found. The item should then be booked into evidence. Items of evidence to consider are: kites; clothing worn by suspects and victims; cell phones; narcotics; weapons; copies of cell search logs, isolation logs, daily movement logs; personal property of the inmate if it relates to the possession of contraband. In all homicide cases, the personal property of the victim and the suspect should be seized and booked into evidence.

**Forensic Examinations:** It is strongly recommended that the lead investigator consult with the District Attorney's Office before sending any physical evidence out for forensic examination. Consultation will assist in determining the type and order of analysis and if evidence should be removed from its original container to facilitate more than one type of forensic examination.

For all incidents in which evidence of a sexual assault is going to be collected, sexual assault kits from the Kern County Regional Crime Lab must be used. This includes all PREA and homicide cases.

Memorandum of Understanding  
California Department of Corrections and Rehabilitation,  
Taft Modified Community Correctional Facility  
Kern County District Attorney's Office

**Crime Scene Photographs:** CDCR shall collect any regular surveillance video recordings made of the crime scene and take additional photographs and video of the crime scene following an incident, when possible. All photographs and video recordings shall be provided to the District Attorney's Office at the time the case is submitted for filing.

If the victim of an assault has sustained injuries severe enough that he must be transported to a medical care facility outside of the prison, at least one officer shall ensure that the victim's injuries are photographed (without bandaging, unless prevented by medical necessity) for use in potential criminal prosecution. Note: The officer shall also take a statement from the treating doctor regarding the extent of the victim's injuries, which is to be included in the officer's report, along with the doctor's identifying information.

**Investigatory Statements/Miranda:** In addition to statements taken from eyewitnesses and victims, every attempt shall be made to obtain a statement from the suspect(s) in a crime. Investigative questioning does not require a Miranda warning. General on-the-scene questioning of citizens in the fact-finding process is not affected by the Miranda holding. (*Miranda v. Arizona* (1966) 384 U.S. 436.) Further, people who have been temporarily detained for investigation are not "in custody" for the purposes of Miranda and do not have to be warned prior to questioning. (*People v. Breault* (1990) 223 Cal.App.3d 125, 135.) The determination of whether an individual is in custody, for the purposes of Miranda, depends on objective circumstances of the interrogation (a reasonable person standard), not the subjective views held by either the interrogating officer or person being questioned. (*Stansbury v. California* (1994) 511 U.S. 318.)

For Miranda to apply, the suspect must be "in custody", an interrogation must take place, **and** the questioning must be conducted by law enforcement or an agent of law enforcement. A person is not "in custody" unless he has been formally arrested for the offense or there exists a restraint on his freedom of movement of the degree associated with a formal arrest. (*California v. Beheler* (1983) 463 U.S. 1121.) An officer's subjective view that the individual under questioning is a suspect, if undisclosed, does not implicate the Miranda requirement. (*People v. Riley* (1996) 45 Cal.App.4<sup>th</sup> 351; *Stansbury* supra.)

Once a suspect has been advised of his Miranda rights, he must invoke them unequivocally; mere silence does not invoke his right to remain silent **or** his right to an attorney. (*Berghuis v. Thompkins* (2010) 560 U.S. 370.) Should a suspect invoke his right to silence or to the presence of an attorney, his rights must be "scrupulously honored" and the interrogation must stop immediately. Contact with the suspect can only be reinitiated after there has been a break in custody of at least 14 days. At that time, the suspect should be re-advised of his Miranda rights. (*Maryland v. Shatzer* (2010) 559 U.S. 98.)

Memorandum of Understanding  
California Department of Corrections and Rehabilitation,  
Taft Modified Community Correctional Facility  
Kern County District Attorney's Office

**Discovery/Brady Obligations:** Penal Code § 1054.1 provides that the prosecutor must provide the following: the names and addresses of person the prosecutor intends to call as a witness, statements of all defendants, all relevant real evidence seized or obtained as part of an investigation, the existence of a felony conviction of any material witness, any exculpatory evidence, and relevant written or recorded statements of witnesses or reports of all statements of witnesses whom the prosecutor intends to call as a witness.

Additionally, pursuant to *Brady v. Maryland* (1963) 373 U.S. 83, the prosecutor must disclose any evidence that is favorable to the defendant and material on the issue of guilt or punishment. This duty encompasses both impeachment and exculpatory evidence. The duty extends to favorable, material information that is not in the possession of the individual prosecutor trying the case as the prosecutor has a duty to learn of any favorable evidence known to others acting on the government's behalf. (*Kyles v. Whitley* (1995) 514 U.S. 419.) In *People v. Superior Court (Barrett)* (2000) 80 Cal.App.4th 1305, the court held that CDCR has a hybrid status: part investigatory agency that is part of the prosecution team and part third party whose records may be obtained only through an SDT (records kept by CDC in the course of running the prison such as inmate movement records, etc.)

The prosecutor's obligation to disclose extends to promises or inducements to an informant. (*United States v. Bagley* (1985) 473 U.S. 667.) The fact that charges are pending against a witness anywhere in the state, even if not moral turpitude conduct, must be discovered. (*People v. Coyer* (1983) 142 Cal.App.3d 839.) The probation or parole status of a witness must also be disclosed. (*People v. Hayes* (1992) 3 Cal.App.4th 1238.) This duty extends to law enforcement officers currently charged with a crime or on misdemeanor probation for a crime committed anywhere in the state.

**Evidence Code 1101(b):** Evidence Code 1101(b) permits the admission of evidence that a defendant committed a crime or other act when relevant to prove the following: motive, opportunity, intent, preparation, plan, knowledge, identity, or absence of mistake or accident. Evidence of such past crimes or rules violations committed by the suspect that is in the possession of CDCR shall be provided to the District Attorney's Office to further the goal of a successful prosecution.

**Crimes/Conduct of Moral Turpitude:** Moral turpitude is defined as a general readiness to do evil, which may, but does not necessarily, involve dishonesty. A witness may be impeached with felony convictions or misdemeanor conduct involving moral turpitude. (Cal. Evid. Code § 788; *People v. Wheeler* (1992) 4 Cal.4th 284; *People v. Cadogan* (2009) 173 Cal.App.4th 1502.) CDCR 115 violations may provide moral turpitude conduct committed by the suspect(s) or victim(s), which is why it is necessary for these documents to be provided to the District Attorney's Office.

Memorandum of Understanding  
California Department of Corrections and Rehabilitation,  
Taft Modified Community Correctional Facility  
Kern County District Attorney's Office

This agreement is hereby approved for implementation by:

_____	_____
Date	EDWARD W. WHITING, Chief of Police Taft Modified Community Correctional Facility
_____	_____
Date	CRAIG JONES, City Manager City of Taft
_____	_____
Date	MICHAEL J. WILLIAMS, Chief Deputy Warden Contract Beds Unit California Department of Corrections and Rehabilitation
_____	_____
Date	LISA S. GREEN, District Attorney Kern County District Attorney's Office 1215 Truxtun Avenue Bakersfield, CA 93301

Attest:

\_\_\_\_\_  
Jason Epperson, City Attorney  
City of Taft

Memorandum of Understanding  
California Department of Corrections and Rehabilitation,  
Taft Modified Community Correctional Facility  
Kern County District Attorney's Office



# City of Taft Agenda Report

**DATE:** November 4, 2014

**TO:** MAYOR LINDER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**APPROVAL OF ADDENDUM TO MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TAFT AND SEIU**

**SUMMARY STATEMENT:**

The City of Taft and the Service Employees International Union- Local 521 (SEIU) came to agreement on terms and conditions regarding wages hours and working conditions.

As part of this agreement, employees who are covered by the SEIU MOU that have passed probation or have at least one (1) year of continuous employment with the City of Taft (as of December 31, 2014) will receive a one-time supplemental pay in the amount of \$1000 to be paid on December 12, 2014. Current employees covered by the SEIU MOU who are not eligible for this supplemental pay will receive a supplemental pay in the amount of \$500 upon successfully passing probation.

The agreement between the City of Taft and the SEIU will remain in full force and effect through June 30, 2015.

**RECOMMENDED ACTION:**

Motion to approve the Addendum to the Memorandum of Agreement between the City of Taft and the SEIU.

**IMPACT ON BUDGET (Y/N):** Yes.

**ATTACHMENT (Y/N):** YES - Addendum to Memorandum of Agreement

**PREPARED BY:** Lonn Boyer, Director of Human Resources/Assistant City Manager

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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**ADDENDUM TO MEMORANDUM OF AGREEMENT**

**CITY OF TAFT**

**AND**

**SEIU LOCAL 521 (UNIT C)**

**June 5 2012 – June 30, 2015**

**Both parties agree to add article 42: All other terms and conditions of the agreement remain unchanged.**

**Article 42 – ONE (1) TIME SUPPLEMENTAL PAY**

**The City Agrees to make a one-time supplemental pay in the amount of one-thousand dollars (\$1000) to all regular employees covered by this MOU who have completed probation or been employed continuously with the City of Taft for at least one (1) year (as of December 31, 2014). Current employees covered under this agreement who do not meet the eligibility requirements as of December 31, 2014 will receive a one-time supplemental pay in the amount of five-hundred dollars (\$500) upon passing probation.**

**This one-time payment will be made on December 12, 2014, and will be a separate check. Deductions will be made for any mandated withholdings.**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Signatures:**

\_\_\_\_\_

Paul Linder, Mayor

City of Taft

ATTEST:

\_\_\_\_\_

Alina Megerdom

City Clerk

\_\_\_\_\_

Arthur Valdivia, Internal Organizer

Service Employees International  
(SEIU) Union Local 521

Employee Representative

\_\_\_\_\_

Employee Representative

\_\_\_\_\_

Employee Representative

\_\_\_\_\_



# City of Taft Agenda Report

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**DATE:** November 4, 2014

**TO:** MAYOR LINDER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**APPROVAL OF AMENDED MANAGEMENT/SUPERVISORY/CONFIDENTIAL COMPENSATION PLAN**

**SUMMARY STATEMENT:**

The City of Taft has met with employees covered by the Management/Supervisory/Confidential Compensation Plan.

It is recommended that employees who are covered by the Management/Supervisory/Confidential Compensation Plan that have passed probation or have at least one (1) year of continuous employment with the City of Taft (as of December 31, 2014) receive a one-time supplemental pay in the amount of \$1000 to be paid on December 12, 2014. Current employees covered by this plan who are not eligible for this supplemental pay will receive a supplemental pay in the amount of \$500 upon successfully passing probation.

**RECOMMENDED ACTION:**

Motion to approve the Addendum to the Management/Supervisory/Confidential Compensation Plan.

**IMPACT ON BUDGET (Y/N):** Yes.

**ATTACHMENT (Y/N):** Yes- Addendum

**PREPARED BY:** Lonn Boyer, Director of Human Resources/Assistant City Manager

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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**ADDENDUM TO**

**CITY OF TAFT  
MANAGEMENT/SUPERVISORY/CONFIDENTIAL COMPENSATION PLAN**

**The Management/Supervisory/Confidential Compensation Plan is hereby amended as follows:**

**The City Agrees to make a one-time supplemental pay in the amount of one-thousand dollars (\$1000) to all regular employees covered by this Plan who have completed probation or been employed continuously with the City of Taft for at least one (1) year (as of December 31, 2014). Current employees covered under this plan who do not meet the eligibility requirements as of December 31, 2014 will receive a one-time supplemental pay in the amount of five-hundred dollars (\$500) upon passing probation.**

**This one-time payment will be made on December 12, 2014, and will be a separate check. Deductions will be made for any mandated withholdings**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Paul Linder, Mayor  
City of Taft

\_\_\_\_\_  
Alina Megerdom  
City Clerk



# City of Taft Agenda Report

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**DATE:** November 4, 2014

**TO:** MAYOR LINDER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TAFT AND THE TAFT POLICE MANAGEMENT GROUP**

**SUMMARY STATEMENT:**

The City of Taft and the Taft Police Management Group (TPMG) came to agreement on terms and conditions regarding wages hours and working conditions.

As part of this agreement, employees who are covered by the TPMG MOU that have passed probation or have at least one (1) year of continuous employment with the City of Taft (as of December 31, 2014) will receive a one-time supplemental pay in the amount of \$1000 to be paid on December 12, 2014. Current employees covered by the TPMG MOU who are not eligible for this supplemental pay will receive a supplemental pay in the amount of \$500 upon successfully passing probation.

The agreement between the City of Taft and the TPMG will remain in full force and effect through June 30, 2015.

**RECOMMENDED ACTION:**

Motion to approve the Memorandum of Agreement between the City of Taft and Taft Police Management Group.

**IMPACT ON BUDGET (Y/N):** Yes.

**ATTACHMENT (Y/N):** YES - Memorandum of Agreement

**PREPARED BY:** Lonny Boyer, Director of Human Resources/Assistant City Manager

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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**MEMORANDUM OF AGREEMENT  
CITY OF TAFT  
AND  
TAFT POLICE MANAGEMENT GROUP**

**Article 1 - Introduction**

This Agreement, made and entered into at Taft, California by and between the City of Taft (hereinafter City) and the Taft Police Management Group (TPMG) (hereinafter Group), is intended to define wages, hours and working conditions of those employees of the City of Taft represented by the Association in accordance with provisions of the Meyers-Milias-Brown Act of the State of California and the Personnel Policies and Procedures of the City of Taft.

**Article 2 – Salaries**

Attached as “Attachment 1” to this Agreement is the salary schedule applicable to Police Management employees during the term of this Agreement.

**Article 3 – Section 125 Program**

The City shall continue to offer a Premium Only Section 125 Program whereby employee contributions toward health and dental insurance premiums will be paid not subject to Federal Income Tax, State Income Tax, or FICA. Employee participation in the program will be voluntary.

**Article 4 – Health Insurance**

During the term of this MOU, the City agrees to assume the cost of employee and dependent health insurance as follows:

The City will pay 100% toward health coverage for employees and dependents covered with the HMO or Kaiser Plan.

**Article 5 – Life Insurance**

Employees included in the Plan shall be entitled to participate in the City’s group life insurance program upon completion of thirty (30) days continuous service. Should an employee elect to participate in group life insurance program, the City shall bear the total cost of such insurance for the individual employee. Employees, however, may not secure group life insurance benefits for dependents under this program.

Group life insurance benefits shall be \$25,000.00 for each participating employee. The City’s group life insurance program also provides employee benefits in the event of accidental death or dismemberment subject to conditions outlined in the City’s group life insurance policy.

## **Article 6 - Retirement Benefits**

Effective the first pay period in August, 2012 employees in this plan will be responsible for paying the full seven percent (7%) employee contributions required to be paid by employees to the Public Employees Retirement System.(PERS)

- A. City shall pay the employer contribution to PERS on behalf of the employee.
- B. Employees hired by the City of Taft prior to July 1, 2012 will retain retirement benefits in accordance with their current benefit formula. Employees hired by the City of Taft on or after July 1, 2012 will have retirement benefits in accordance with the CalPERS PEPR formula.

## **Article 7 – Worker’s Compensation Benefits**

The City acknowledges that all sworn officers of the Taft Police Department are protected by the requirements of Section 4850 of the California Labor Code. (Police officers, firefighters, sheriff’s officers, and other personnel; leave of absence with salary in lieu of temporary disability or maintenance payments).

## **Article 8 – Special Leave**

Effective July 1 of each fiscal year, employees in this unit shall be granted fifty-six (56) hours, Special Leave with pay which may be requested to be used at any time during the fiscal year upon approval of their department head. This leave must be used during the fiscal year in which it is received. Special Leave may not be carried over to a subsequent fiscal year. Any unused Special Leave at the end of the fiscal year or at time of termination will be forfeited and has no cash value.

Employees who commence employment after July 1 shall receive upon hire a pro-rata amount based on the months remaining in the fiscal year.

## **Article 9 – Overtime Compensation**

Those employees included in the Plan who are classified as non-exempt employees, as defined in the Federal Fair Labor Standards Act shall be entitled to overtime compensation or compensatory time-off (ATO) in accordance with applicable provisions of the Personnel Policies Procedures of the City of Taft.

Those employees included in the Plan who are classified as exempt employees, as defined in the Federal Fair Labor Standards Act, shall not be eligible for overtime compensation or for compensatory time-off (ATO) regardless of the number of hours worked.

## **Article 10 – Premium Pay**

Those employees included in the Plan who are classified as non-exempt employees, as defined in the Federal Fair Labor Standards Act shall be entitled to receive premium pay in accordance with applicable provisions of the Personnel Policies Procedures of the City of Taft.

Those employees included in the Plan who are classified as exempt employees, as defined in the Federal Fair Labor Standards Act, shall not be eligible receive premium pay other than that specifically authorized by the City Council or by this Plan.

## **Article 11 – Higher Classification Pay**

In the event a non-exempt employee is assigned to perform duties of a job classification higher than the classification to which the employee is normally assigned for a cumulative total in excess of forty (40) hours in a fourteen (14) consecutive day payroll period, such employee shall be paid at the A step of the higher classification for all hours worked in such classification.

Should such an employee's current salary exceed the A step of the higher classification, he/she shall be paid at that step which represents a five percent (5%) increase over his/her current base salary.

No employee shall perform work in a higher job classification unless specifically directed to do so by the head of the department to which the employee is normally assigned or by the formally designated representative of such department head.

Under normal circumstances, exempt employees shall not be eligible for Higher Classification Pay unless such pay is approved in advance by the City Manager or a designated representative hereof.

## **Article 12 – Holiday Pay**

Employees covered by this MOU who are in classifications designated as FLSA non-exempt and are assigned to a rotating shift schedule shall be compensated monthly at the employee's normal hourly rate equal to one holiday (8 hours) per month. This compensation shall be in lieu of holiday pay at one and one-half his/her base rate of pay for all time worked.

Employees in this unit in positions designated as FLSA exempt are not entitled to additional holiday pay.

Holidays recognized by the City of Taft include:

- New Year's Day
- Lincoln's Birthday
- Washington's Birthday (President's Day)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day

Day of Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day

### **Article 13 – Uniform Allowance**

The uniform allowance for employees covered by this MOU shall be \$1,100.00 per year. Uniform allowance is paid by the City once per year in the month of July. **The uniform allowance is provided only to sworn personnel in the Unit.**

### **Article 14 – Other Benefits**

All provisions of the City of Taft Municipal Code and all Personnel Policies and Procedures, Rules, and Regulations of the City as they now exist or as they may be hereafter amended shall apply to those employees covered in this MOU in addition to terms and benefits as may be specifically enumerated or modified herein.

### **Article 15 – No Concerted Action**

Employees covered by this MOU will not engage in any work slowdown, speedup, picketing, or refusal or failure to fully and faithfully perform their job functions and responsibilities. Further, employees covered by this MOU will not interfere with the operation of the City Administration, Community Correctional Facility, Police Department, Public Works Department or any other department or operation of the City of Taft.

If, during the term of this MOU, Management, Supervisory, or Confidential employees of the City engage in informational picketing, such picketing shall be restricted to sidewalks directly adjacent to City Hall, Taft Police Department, the CCF, and the City Corporation Yard.

### **Article 16 – Non-Discrimination**

The City of Taft shall provide equal opportunity for all qualified persons. The City shall prohibit discrimination because of race, color, religion, sex, age, or national origin and shall promote the full realization of equal opportunity. No person shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City because the employee has elected to exercise representation rights specified in Section 32500 et. seq., of the California Government Code.

### **Article 17 – Savings Clause**

It is agreed that in the event that any particular Article of this MOU be declared null and void by a Court or Agency so empowered, the ruling shall only negate that section or Article and the remaining portions of the MOU shall remain in full force and effect.

### **Article 18 – Interpretation Under California Law**

This MOU shall be interpreted under the laws of the State of California.

**Article 19 – ONE (1) TIME SUPPLEMENTAL PAY**

**The City Agrees to make a one-time supplemental pay in the amount of one-thousand dollars (\$1000) to all regular employees covered by this MOU who have completed probation or been employed continuously with the City of Taft for at least one (1) year (as of December 31, 2014). Current employees covered under this agreement who do not meet the eligibility requirements as of December 31, 2014 will receive a one-time supplemental pay in the amount of five-hundred dollars (\$500) upon passing probation.**

**This one-time payment will be made on December 12, 2014, and will be a separate check. Deductions will be made for any mandated withholdings.**

**Article 20 – Term**

This Memorandum of Understanding shall become effective upon ratification of the parties and shall remain in full force and effect through **June 30, 2015** and from year to year thereafter unless changed through the meet and confer process.

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**Signatures:**

**For the City of Taft:**

**For the TPMG:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT 1**

**POLICE MANAGEMENT SALARY PLAN**

The following Classifications are included in this plan as exempt under the FLSA and are not eligible to receive overtime or any premium pay other than that specifically authorized by the City Council or by this Plan.

<b><u>Classification</u></b>	<b><u>Salary Range</u></b>	<b><u>Bi Weekly</u></b>
Facility Manager (CCF)	63.9	\$3077.91 - \$3741.22
Police Lieutenant	61.3	\$2884.44 - \$3506.06

The following Classifications are included in this plan as Management, Supervisory or Confidential and are designated as non-exempt under the FLSA.

<b><u>Classification</u></b>	<b><u>Salary Range</u></b>	<b><u>Bi Weekly</u></b>
Correctional Captain	51.4	\$2252.72 - \$2738.20
Administrative Assistant (Assigned to Police Chief)	36.6	\$1556.75 - \$1892.24

**Education Incentives**

**Lieutenant \$100.00 / biweekly pay period**



# City of Taft Agenda Report

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**DATE:** November 4, 2014

**TO:** MAYOR LINDER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF TAFT AND THE TAFT POLICE OFFICERS ASSOCIATION**

**SUMMARY STATEMENT:**

The City of Taft and the Taft Police Officers Association (TPOA) came to agreement on terms and conditions regarding wages hours and working conditions.

As part of this agreement, employees who are covered by the TPOA MOU that have passed probation or have at least one (1) year of continuous employment with the City of Taft (as of December 31, 2014) will receive a one-time supplemental pay in the amount of \$1000 to be paid on December 12, 2014. Current employees covered by the TPOA MOU who are not eligible for this supplemental pay will receive a supplemental pay in the amount of \$500 upon successfully passing probation.

The agreement between the City of Taft and Taft Police Officers Association will remain in full force and effect through June 30, 2015.

**RECOMMENDED ACTION:**

Motion to approve the Memorandum of Agreement between the City of Taft and Taft Police Officers Association.

**IMPACT ON BUDGET (Y/N):** Yes.

**ATTACHMENT (Y/N):** YES; Memorandum of Understanding

**PREPARED BY:** Lonn Boyer, Director of Human Resources/Assistant City Manager

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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**MEMORANDUM OF AGREEMENT**  
**CITY OF TAFT**  
**AND**  
**TAFT POLICE OFFICERS ASSOCIATION**

**Article 1 - Introduction**

This Agreement, made and entered into at Taft, California by and between the City of Taft (hereinafter City) and the Taft Police Officers Association (TPOA) (hereinafter Union), is intended to define wages, hours and working conditions of those employees of the City of Taft represented by the Union in accordance with provisions of the Meyers-Milias-Brown Act of the State of California and the Personnel Policies and Procedures of the City of Taft.

**Article 2 - City Council Ratification**

It is agreed that this Agreement is of no force or effect until ratified and approved by resolution duly adopted by the City Council of the City of Taft.

**Article 3 - Membership Ratification**

It is agreed that this Agreement is of no force or effect until ratified and approved by the Union and such ratification is certified and submitted to the City Clerk of the City of Taft.

**Article 4 - Recognition**

The City of Taft does hereby recognize the Union as the authorized representative of those employees of the City of Taft designated herein by the Municipal Employee Relations Officer of the City of Taft.

Said Unit shall consist of all permanent and probationary employees in the following positions:

Classifications - Sworn

Police Officer  
Senior Officer  
Police Sergeant

Classifications – Non-sworn

**Dispatcher Matron I**  
**Dispatcher Matron II**  
**Supervising Dispatcher/Matron**

Terms of this Agreement shall not be applicable to temporary employees of the City of Taft.

**Article 5 - Scope of Representation**

The Union's scope of representation shall include all matters pertaining to wages, hours and other terms and conditions of employment.

## **Article 6 - Management Rights**

In accordance with existing policies and procedures and applicable resolutions and codes of the City of

Taft and except as otherwise specifically provided in this Agreement or in subsequent ones, the City of Taft has and retains the sole and exclusive rights and functions of management of the City.

## **Article 7 - Union Membership**

Current employees in the City of Taft ("City") who are Taft Police Officers Association ("TPOA") members shall remain TPOA members for the period of this Memorandum of Understanding (MOU) as long as they remain in positions within the bargaining unit ("unit"). Employees who are hired after this MOU is approved and who are into a job classification within the representation unit of TPOA covered by this MOU, shall after 30 days become members of TPOA or pay to TPOA a fee in an amount equal to TPOA dues the initiation fees and/or reinstatement fees and periodic dues lawfully required by the Union. Employees within the representation unit of TPOA presently employed by the City and who have successfully completed their probationary status and who are not currently members of TPOA must pay a fee in an amount equal to TPOA dues within in the first pay period from the effective date of this MOU. Employees may request a payroll deduction for this fee.

The City agrees to deduct the regular monthly Union dues and initiation fees uniformly required as a condition of membership in the Union on a bi-weekly basis from the wages of each employee covered by this MOU who has completed thirty (30) days of employment and has provided the City with a voluntary individual written authorization to make such deductions on a form provided by the Union. Such deductions, as referenced above, shall include political contributions, if a separate political dues deduction authorization form has been executed and submitted by the employee. Such deductions, when authorized, shall be made from the net wages due an employee each pay period and shall be transmitted to the Union's office no later than the twelfth (12th) day of the month following the month in which such deductions were made. Dues withheld by the City shall be transmitted to the TPOA Officer designated in writing by TPOA as the person authorized to receive such funds at the address specified.

The parties agree that the obligations herein are a condition of continued employment for unit members. The parties further agree that the failure of any unit member covered by the MOU to remain a member in good standing of TPOA or to pay the equivalent of TPOA dues during the term of this Amendment MOU shall constitute, generally, just and reasonable cause for termination. As used herein "member in good standing" means that the member remains current on payment of dues or fees to TPOA.

Whenever a unit member shall be delinquent in the payment of dues or fees, TPOA shall give the unit member written notice thereof and will advise the City of such delinquency. Upon receipt of said notice, the City shall advise the employee that he or she will no longer be scheduled for hours of work on the subsequent weekly schedule until said employee gives evidence of compliance to this provision or TPOA notifies the City of such compliance. Failure to comply within seven (7) days after removal from the schedule shall subject the employee to termination of employment.

Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. Any such employee shall be considered a conscientious objector and may be required, in lieu of periodic dues, initiation fees, or agency shop fees, to pay sums equal to the dues, initiation fees, or agency shop fees to a nonreligious, non-labor, charitable fund exempt from

taxation under Section 501(c)(3) of the Internal Revenue Code chosen by the employee. Proof of the payments shall be made on a monthly basis to the City as a condition of continued exemption from the requirement of financial support to the employee organization.

Payment of agency fee obligations, including, but not limited to, dues or agency fee deductions on behalf of TPOA shall continue in effect as long as the TPOA is the recognized bargaining representative, notwithstanding the expiration of any agreement between the City and TPOA.

TPOA must provide an explanation for the basis of the agency fee, a reasonably prompt opportunity for fee payers to challenge the fee amount before an impartial decision maker and an escrow account for amounts reasonably in dispute while a challenge is pending.

TPOA shall be fully responsible for expending funds received under this Amendment, consistent with all legal requirements for expenditures of employee dues which are applicable to public sector labor organizations.

TPOA agrees that it will defend, indemnify and hold the City harmless against all forms of liability that may arise out of or by reasons of action taken by the City, which action was requested by TPOA under the provisions of this MOU, or arising out of the City's compliance herewith.

### **Article 8 –Union Rights**

The Chief Steward of the bargaining unit shall be entitled to devote a reasonable number of working hours to Union business without loss of pay. The Union will notify the City in writing of the name of the Chief Steward.

For the purposes of this Article, however, a reasonable amount of time shall not exceed one hour during any seven consecutive day work cycle provided, however, that the one hour time limit shall not apply to hours spent negotiating an MOU and/or reopens during interim years of the agreement.

Except as provided above employees shall not conduct union business during working time.

The City agrees to schedule the Shop Steward off without pay to attend an annual educational meeting. The Shop Steward may use ATO or vacation time for the designated day.

### **Article 9 - Seniority**

Refer to Personnel Policies and Procedures Manual, Section 116.

### **Article 10 - Hours of Work**

Employees in the bargaining unit shall be required to work eighty hours during each fourteen consecutive day work period. The work period shall start at 12.01 a.m. every other Sunday and shall continue for 336 consecutive hours thereafter.

The City of Taft retains the right to schedule overtime hours at its discretion and agrees to compensate employees for overtime hours worked in accordance with provisions of this Agreement.

In lieu of cash payment, upon request of the employee and approval of the appointing authority, an employee may accrue compensating time off at time and one-half. Cash payment at one and one-half times employee's base hourly salary shall automatically be paid for any compensating time

which exceeds 80 hours, or for any hours on record immediately prior to promotion, demotion or termination of employment.

### **Article 11 - Rest Periods**

Each employee shall be granted a rest period of fifteen minutes once during each four-hour period.

Rest periods shall be scheduled at the discretion of the employee's immediate supervisor in accordance with departmental workload and shall be taken in an area approved by the City of Taft. Officers may be assigned calls during the rest period should the need arise.

### **Article 12 - Meal Periods**

Each employee shall be granted a 30-minute meal period during each shift. Each meal period shall be scheduled by the employee's immediate supervisor.

Employees enjoy a paid meal period and are therefore subject to call during the meal period.

### **Article 13 - Employee Discipline**

The City of Taft may initiate appropriate corrective action for cause. Corrective action may consist of warnings, reprimands, disciplinary suspension or discharge and shall be applied only after full consideration of the seriousness of the offense.

All corrective suspensions and discharges administered under this provision shall be subject to appeal in accordance with the grievance and arbitration procedure contained in this Agreement.

### **Article 14 - Grievance Procedure**

#### **A. OBJECTIVES**

To informally settle disagreements at the employee-supervisor level;

To provide, if necessary, an orderly procedure to handle the grievance through each level of Supervision;

To correct, if possible, the cause of the grievance to prevent future complaints;

To promote harmonious relations among employees and their supervisors;

To assure fair and equitable treatment of all employees;

To resolve grievances at the departmental level before appeal to higher levels.

#### **B. DEFINITIONS The following terms, as used in the Article, shall have the following meaning:**

1. **Grievance**: A complaint by a non-probationary employee, or the Union, alleging a violation of the MOU, Rules and Regulations or policies governing personnel practices, working conditions or discipline.

2. Day: Calendar day, exclusive of Saturday, Sunday and City holidays.
3. Employee: Any non-probationary employee of the City of Taft.
4. Immediate Supervisor: The person who assigns, reviews, or directs the work of an employee.
5. Superior: The person to whom an immediate supervisor reports.
6. Representative: A person who appears on behalf of the employee.
7. Department Head/Appointing Authority: The officer or employee having charge of the administration of a department of the City of Taft.

C. TIME LIMITS

Time limits are established to settle grievances quickly. Time limits may be extended by agreement of the parties. If the grievant is not satisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure of the employee to submit the grievance within the time limits imposed shall terminate the grievance process, and the matter shall be considered resolved. Failure of the City to respond within the time limits specified will allow the grievant to submit the grievance to the next higher step of the grievance procedure.

D. THE PARTIES RIGHTS AND RESTRICTIONS

1. An employee may have a representative present at all steps of the grievance procedure.
2. Reasonable time in processing a grievance will be allowed during regular working hours.
3. Only a person selected by the employee from within a recognized employee organization (union steward or union representative), and made known to management prior to a scheduled grievance meeting, shall have the right to represent or advocate as an employee's representative.
4. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the City.
5. Grievances of an identical nature concerning the same subject matter, may be consolidated.

E. INFORMAL GRIEVANCE DISPOSITION

1. Within twenty (20) days from the occurrence of the issue that gave rise to the complaint, or within twenty (20) days from the employee's knowledge of the occurrence, an employee will promptly and informally meet to discuss the complaint with his immediate supervisor. In those circumstances where the nature of the complaint involves the immediate supervisor, the employee may informally discuss the complaint with the next higher level of supervision provided prior notification is

given the immediate supervisor by the employee. Such initial discussion shall precede the use of the formal grievance procedure. If the supervisor fails to reply to the employee within five (5) days of the meeting, either verbally or in writing, or if the employee is not satisfied with the decision, the employee may utilize the formal grievance procedure.

#### F. FORMAL GRIEVANCE PROCEDURE

Step 1. The grievance form and any supporting documents shall be delivered to the supervisor with whom the informal meeting was held, no later than five (5) days from receipt of the supervisor's informal response or within ten (10) days from the close of the informal meeting if no decision is rendered. The formal grievance procedure shall be initiated by the employee, or the Union, stating the nature of the grievance, the alleged violation by section or number, if any, and the desired solution, in writing on the grievance form, together with any supporting documents attached to the grievance form.

The supervisor shall hold a formal meeting with the employee and the Union steward within five (5) days of the receipt of the formal grievance to review the facts, gather all supporting documents, discuss the complaint and desired solution, and discuss the proper appeal procedure.

The supervisor will issue a written decision on the grievance within five (5) days of the close of the formal meeting.

Step 2. If the employee or Union feels the immediate supervisor has not resolved the grievance, the employee or Union may appeal to the next higher level of supervision. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal and made known to both parties. The person occupying the next higher level of supervision (identified by the department), together with the department head, shall hold a formal meeting with the employee and the Union representative within ten (10) days from the date of the appeal receipt, and attempt to settle the grievance.

A decision shall be made in writing on the original grievance to the employee by the department head within ten (10) days from the close of the formal meeting.

Step 3. If the employee or Union is not satisfied with the decision of the department head, he may appeal the decision to the City Manager within five (5) days from receipt of the department head's decision.

The City Manager will review the original grievance, all supporting documents, the department head's response, and the remedy requested, and issue a written decision within fifteen (15) days of receipt of the grievance.

If the Union is not satisfied with the decision of the City Manager, the Union may submit the grievance to arbitration by written request to the City Manager within five (5) days. Within five (5) days of receipt of the grievant's request, the City Manager shall set a date for a meeting to:

- 1) Attempt to settle the grievance.
- 2) Agree to any stipulations.

- 3) Agree upon the issue statement.
- 4) Select an impartial arbitrator.

#### G. SELECTION OF THE ARBITRATOR

If the parties fail to agree on an arbitrator, a list of five (5) neutrals will be jointly requested from the Federal Mediation Service, the State Mediation and Conciliation Service, or the American Arbitrator's Association. The agency will be mutually selected.

The parties shall select a neutral by alternatively striking a name from the list with the remaining name being the selected neutral. Should both parties agree that the first list submitted is unsatisfactory, the parties may request a second list.

The arbitration procedure will be informal and private. The arbitration procedure shall not be bound by any of the rules of evidence governing trial procedure in State courts.

The arbitrator will not have the power to add to, subtract from, or otherwise modify the provisions of any MOU, Rules, Regulations, or Ordinances of the City of Taft.

The arbitrator will confine himself or herself to the issue submitted.

The arbitrator's decision will be advisory to the City Council. The Arbitrator's decision shall be final if not overturned within thirty (30) days by the City Council.

The cost of the arbitrator shall be borne equally between the City and the Union. Any costs associated with witness fees, transcriptions, or special counsel shall be borne by the requesting party.

The arbitrator shall be requested to submit his or her decision within thirty (30) days from the close of the hearing.

It is understood that the Grievance and Arbitration Procedure as outlined above will be incorporated in the City of Taft Personnel Rules and Regulations, and supersedes the existing language in the Rules and Regulations.

#### **Article 15 - Holidays**

Full-time employees of the City of Taft shall be entitled to receive all paid holidays observed by the City during the calendar year. Employees in classifications represented by the Taft Police Officers Association **Employees covered by this MOU who are assigned to a rotating shift schedule shall be compensated monthly at the employee's normal hourly rate equal to one holiday per month. Holiday pay will be calculated based on the employees regularly scheduled work hours (not including overtime). This compensation shall be in lieu of holiday pay at one and one-half his/her base rate of pay for all time worked**

Part-time employees shall receive pro-rata pay for any holiday observed by the City. Holidays observed by the City shall include:

New Year's Day	January 1
Lincoln's Birthday	February 12
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Holidays occurring on Saturday shall be observed on the Friday immediately preceding the holiday; those occurring on Sunday shall be observed on the following Monday (with the exception of the Eves which will be observed as noted below).

When Christmas or New Years falls on Sunday or Monday, the Eves will be celebrated on the preceding Friday. When Christmas or New Years falls on Saturday, the Eves will be celebrated on Thursday.

**Article 16 - Vacation**

Full-time and eligible part-time employees of the City of Taft shall be entitled to paid annual vacation based upon length of credited service with the City.

Vacation shall be accrued in the year immediately following an individual's date of employment and shall become due on the employee's first year of service anniversary and on each service anniversary thereafter provided such anniversary marks a year of continuous credited service.

Employees may use vacation entitlement as it is earned provided that only the amount of vacation entitlement accrued, prior to the time vacation is scheduled, is approved and granted.

Vacation schedules shall be subject to approval by the department head.

**Vacation Accrual**

Permanent full-time employees shall accrue vacation benefits at the rate of 3.0769 hours per payroll period, or 80 hours per year during the first four years continuous service.

Permanent full-time employees shall accrue vacation benefits at the rate of 4.615 hours per payroll period, or 120 hours per year starting at the beginning of the fifth year of service through the ninth year of continuous service.

Permanent full-time employees shall accrue vacation benefits at the rate of 6.1538 hours per payroll period, or 160 hours per year starting at the beginning of the tenth year of service through the nineteenth year of continuous service.

Permanent full-time employees shall accrue vacation benefits at the rate of 7.69 hours per payroll period, or 200 hours per year starting at the beginning of the twentieth year of continuous service.

Vacation accrual shall be limited to an amount equal to twice the employee's annual vacation benefit as noted above after which further accrual will cease.

The City Council of the City of Taft does hereby reserve the right to pay an employee for vacation accruals in excess of the maximum accrual defined herein when, for the convenience of the City and in the determination of the City Council, the employee cannot reasonably be granted time away from the normal work assignment.

### Vacation Scheduling and Payment

Vacations shall be scheduled by the employee's immediate supervisor in a manner which will insure adequate departmental staffing at all times.

Should employee vacation requests conflict with staffing requirements, supervisors shall arrange a mutually acceptable vacation schedule based on length of employee service and the order in which employee vacation requests were submitted.

Vacation schedules shall be subject to approval of the department head.

Should a City approved holiday fall during an employee's scheduled vacation, the vacation period should be increased proportionately. If not taken during the scheduled vacation, the proportionate increase shall be granted at a time approved by the employee's immediate supervisor.

Vacation pay shall be computed on an employee's base salary exclusive of premium payments.

Employees leaving the active payroll will be paid for unused vacation accrued during their tenure with the City of Taft.

Accrued vacation benefits shall be paid to the heirs or to the estate of an employee whose death occurs while actively employed by the City of Taft.

### Part-time Employees

Permanent part-time employees of the City of Taft hired to work less than forty (40) hours per week but twenty (20) hours or more per week shall accrue vacation benefits on a pro-rata basis.

Temporary and permanent part-time employees hired to work less than twenty (20) hour per week shall not be eligible for vacation benefits.

### **Article 17 - Sick Leave**

Full-time and eligible part-time employees of the City of Taft, including employees in the probationary period, shall be entitled to annual sick leave with pay.

Sick leave shall not be considered a right, which an employee may use at his/her discretion, but shall be allowed only in case of necessity.

Sick leave with pay shall begin accruing immediately following an individual's date of employment and may be taken at any time thereafter.

In no event, however, shall an employee be entitled to receive sick leave with pay in excess of the number of sick leave hours accrued at the time of illness.

Employees who have exhausted sick leave accrual and who are unable to work due to illness or injury will be placed in a vacation status for the duration of the employee's accrued vacation benefit, if any.

Employees taken ill during a scheduled vacation period shall not be permitted to reschedule vacation to utilize accumulated sick leave without approval of the City Manager. Approval, however, may be granted only when the employee presents a doctor's certification verifying an illness or injury or for reasons of acute bereavement supported by written evidence.

The City of Taft suggests that employees use accumulated sick leave in a judicious manner so that they will be entitled to sick leave with pay in the event of major illness. Employees abusing the sick leave benefit shall be subject to disciplinary action.

### Sick Leave Accrual

Full-time employees assigned to a regular eight (8) hour duty shift shall accrue sick leave at the rate of 3.6923 hours per payroll period or one (1) working day for each full month of employment.

Sick leave credit may be accumulated to a maximum of 880 hours, at which time further accrual will cease.

Permanent part-time employees of the City of Taft hired to work less than forty (40) hours per week, but twenty (20) hours or more per week, shall accrue sick leave benefits on a pro-rata basis.

Temporary employees and permanent part-time employees hired to work less than twenty (20) hours per week shall not be eligible for sick leave benefits.

Sick leave accruals shall be credited only at the conclusion of each payroll period.

### Use

Employees may use sick leave accruals for a personal illness or injury which incapacitates the employee for duty.

An employee who is personally undergoing medical, dental, or optical treatment or examination may use sick leave accruals for required time away from work provided such treatment is not the result of an occupationally related illness or injury.

Employees compelled to be absent for reason of severe illness or injury of an immediate family member, may use sick leave accruals. For this purpose, however, immediate family is defined as spouse, parent, or dependent children residing with the employee. An employee may utilize sick leave time to care for individuals outside of the immediate family subject to prior approval of the City Manager.

An employee quarantined by appropriate authority may use sick leave accrual for the duration of the quarantine period.

Sick leave accruals may be used when an employee is required to care for or attend an immediate family member suffering from contagious disease or when the presence of an employee at his work station would jeopardize the health of others due to exposure to a contagious disease.

### Requesting Sick Leave

Employees who are absent in accordance with the sick leave policy shall notify their immediate supervisor of such absence no later than one hour following the beginning of their regularly assigned shift. Departmental policy may be more restrictive.

In the event sick leave exceeds one regularly scheduled workday, the employee shall advise his immediate supervisor of the anticipated date of return.

An employee who is on sick leave for three (3) days or more may be required to obtain a doctor's workrelease which shall be presented to his/her supervisor upon return to work.

An employee's immediate supervisor may place the employee in a sick leave status if, in the opinion of the supervisor, the employee's continued presence at the work station would jeopardize the health, safety or welfare of the employee, other employees, or the City of Taft and its citizens.

#### Return from Sick Leave

The City of Taft may require an employee who has been on sick leave to satisfactorily complete a physical examination by a City retained physician at the City's expense. Refusal to comply shall constitute sufficient cause for waiver of sick leave, suspension, demotion, or dismissal of the employee from City service.

Employees who have been on sick leave may be required to satisfactorily complete a physical examination administered by the City retained physician if the employee's immediate supervisor believes the City is being exposed to workers' compensation liability, that the health, safety and welfare of the employee or of the City and its employees are being jeopardized, or that the employee is abusing the sick leave benefit.

#### Payment for Unused Sick Leave

Upon normal service retirement from the City of Taft, the retiring employee shall be paid a lump sum of money not to exceed 50% of accrued sick leave. Additionally, said payment shall not exceed payment of forty-five (45) working days. Such accruals shall be liquidated in cash in the payroll period immediately following the effective date of retirement.

#### **Article 18 - Bereavement Leave**

Employees may, with approval by the appointing authority, take up to three days (**24 hours**) of bereavement leave not chargeable against the employee's sick leave, to attend the funeral or memorial service of a member of their immediate family. For this purpose, however, immediate family is defined as father, mother, son, daughter, brother, sister, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-father, step-mother, step-son, step daughter.

#### **Article 19 - Military Leave**

Military leave shall be granted in accordance with the provision of the Military and Veterans Code of the State of California.

#### **Article 20 - Jury Duty**

The City of Taft shall grant employees a jury duty leave of absence for the duration of the employee's jury duty assignment.

Jury Duty is defined as the duty requested by any legally constituted court or governmental unit of municipal, county, state or federal jurisdiction and includes active participation as a juror, those instances in which an employee is summoned for examination as a possible jury member and instances in which an employee is called as a witness in action not involving the employee himself.

During a jury duty leave of absence, employees shall be entitled to full salary excluding differential payments less jury duty compensation received from the applicable court or governmental unit.

Employees shall be granted sufficient time for preparation (i.e., dress, etc.) and travel.

The City of Taft reserves the right to request dismissal of any jury duty summons should it believe that the employee's services are necessary to the welfare of the City.

**Article 21 - Salaries**

The following salary schedule applicable to Police Unit employees during the term of this agreement.

<b>Dispatcher/Matron I</b>	<b>Range 27.0</b>
<b>Dispatcher/Matron II</b>	<b>Range 31.0</b>
<b>Supervising Dispatcher/Matron</b>	<b>Range 41.0</b>
<b>Police Officer</b>	<b>Range 45.2</b>
<b>Police Sergeant</b>	<b>Range 54.2</b>

**Article 22 - Bulletproof Vests**

The City shall provide for each officer covered under this agreement, a bulletproof vest with a protection level of II or greater. The city shall replace each officer's bulletproof vest no later than the expiration of the Manufacturer's Warranty date, or the expiration of the vest's Safety Certification date, which ever occurs first. If a vest becomes non-usable due to no fault of the officer the City will replace the vest at an earlier date.

If an employee voluntarily leaves the service of the Police Department in less than three years, the employee will pay back to the City the pro-rated cost of the vest, and the employee will keep the vest. The pro-rated cost of the vest shall be 75% of the original cost if the employee leaves with the first 12 full months of service, 50% of the original cost if the employee leaves within 12 months and one day through 24 full months of service, and 25% of the original cost if the employee leaves within 24 months and one day through 36 full months of service. The pro-rated cost of the vest shall be deducted from the separating employee's final paycheck.

If the employee is involuntarily separated from service with the Police Department, he or she will not be charged for the cost of the vest unless he or she elects to purchase the vest in which case the pro-rated costs shall be deducted from the employee's final paycheck. If the employee elects not to purchase the vest, the City shall retain the vest.

Employees shall wear their vests at all times unless otherwise approved by the supervisor.

**Article 23 - Higher Classification Pay**

In the event an employee is assigned to perform duties of a job classification higher than the classification to which the employee is normally assigned for a cumulative total in excess of 40

hours in a fourteen consecutive day payroll period, such employee shall be paid at the A step of the higher classification for all hours worked in such classification.

Should an employee's current salary exceed the A step of the higher classification, he shall be paid at that step which represents a 5% increase over his current base salary.

It is agreed, however, that no employee shall perform work in a higher job classification unless specifically directed to do so by the head of the department to which the employee is normally assigned or by the formally designated representative of such department head.

**~~Article 24 - Holiday Pay (SECTION MOVED and INCORPORATED INTO ARTICLE 15)~~**

~~Holiday pay for Police Unit employees shall be compensated monthly at the employee's normal hourly rate equal to one holiday (8 hours) per month. This compensation shall be in lieu of holiday pay at one and one-half his/her base rate of pay for all time worked.~~

**Article 24 – ONE (1) TIME SUPPLEMENTAL PAY**

**The City Agrees to make a one-time supplemental pay in the amount of one-thousand dollars (\$1000) to all regular employees covered by this MOU who have completed probation or been employed continuously with the City of Taft for at least one (1) year (as of December 31, 2014). Current employees covered under this agreement who do not meet the eligibility requirements as of December 31, 2014 will receive a one-time supplemental pay in the amount of five-hundred dollars (\$500) upon passing probation.**

**This one-time payment will be made on December 12, 2014, and will be a separate check. Deductions will be made for any mandated withholdings.**

**Article 25 - Educational Incentive**

The educational incentive program for sworn police employees is hereby defined as follows:

Officers holding an Intermediate P.O.S.T. Certificate will receive \$75.00 per month premium.

Officers holding an Advanced P.O.S.T. Certificate will receive \$175.00 per month premium.

Payment for educational incentive shall begin the first pay period after written notification of compliance with this Article to the City Manager from the Department Head.

**Article 26 – Spanish Fluency Incentive**

A Spanish Fluency Incentive of \$100 a month shall be given to eligible Police Officers who meet the required conditions and obtain the necessary certifications.

Police Officers who wish to receive this incentive shall obtain the required Certification of Fluency at their own expense. Certificates will only be accepted during the month of May. Certificates must be submitted no later than May 31 of the current fiscal year, so funds can be budgeted for the following fiscal year.

For new Police Officers obtaining employment with the City of Taft, a 30 day period of time will be given from date of hire, to obtain and submit the necessary Certificate of Fluency. If Certificate is not submitted during that time period, such employee will have to wait until the regular submission period of May to qualify for the incentive.

### **Article 27 - Uniform Allowance**

The City shall establish an annual uniform allowance of \$1,100 for Sworn Police personnel. Police personnel will pay for all uniforms, hats, belts, holsters, handcuffs, handcuff cases, keepers, baton, baton grommet ring, mace holder, magazine pouches, and any other optional equipment. All other items, such as, but not limited to badges, patches, the issued department pistol, and mace shall be paid for by the City.

Any major City initiated changes in uniform such as color, style, or type of uniform (pants and shirts) shall be paid for by the City.

Uniform allowance for new employees and terminated employees shall be prorated according to actual time served under the effective rate.

Uniform allowance shall be paid in one lump sum on or before the Friday following the end of the first pay period in July of each year, by separate check.

Uniform allowance for Dispatchers shall be \$450.00 per year. The City shall provide required patches and rockers for Dispatchers.

### **Article 28 - Special Assignments**

Police Officers who are specifically assigned and designated to work as Narcotics Officer, Detective, Canine Handler or Field Training Officer will receive a 5% salary incentive. Police Officers will be entitled to this benefit only when specifically assigned by the Police Chief or his designee and actually working in these classifications. The Field Training Officer will be subject to the 5% salary incentive only when actually involved in the training of a new officer. These assignments are at the discretion of the Police Chief or his designee and may be altered or eliminated at any time without notice.

### **Article 29 - Call Back Pay**

In the event an employee is required to report to work prior to commencement of the employee's next regularly scheduled work shift, the employee will receive a minimum of two hours compensation at one and one-half times the employee's base hourly rate.

For purposes of this Article, the definition of "day" and "work period", as noted in Article 10, shall be applicable.

### **Article 30 - 4850 Time**

The City acknowledges that all sworn officers of Taft Police Department are protected by the requirements of Section 4850 of the California Labor Code.

### **Article 31 - Life Insurance**

Permanent full-time employees of the City of Taft shall be entitled to participate in the City's group life insurance program upon completion of thirty days continuous service.

Should an employee elect to participate in the group life insurance program, the City shall bear the total cost of such insurance for the individual employee.

Employees, however, may not secure group life insurance benefits for dependents upon this program.

Group life insurance benefits shall be \$25,000 for each participating employee.

The City's group life insurance program also provides employee benefits in the event of accidental death or dismemberment subject to conditions outlined in the City's group life insurance policy.

### **Article 32 - Health Insurance**

The City will pay the base rate for employees and dependents for full-time employees enrolled in the HMO or Kaiser Health Plans.

1. The City will pay 100% for employee only coverage.
2. The City will pay 100% for two-party coverage.
3. The City will pay 100% for family coverage.

Employees who are covered under a spouse's plan and wish to waive coverage under the City's plan will receive a \$200 a month "opt-out" option.

### **Article 33 - Retirement Benefits**

For all existing non-sworn the City of Taft shall maintain the existing 2.0% @ 55 contract with the Public Employees' Retirement System.

All sworn officers of the Taft Police Department shall be enrolled in the 2.0% @ 55 Modified formula.

### **Employees hired into the City of Taft on or after January 1, 2013 will be placed in the appropriate CALPERS PEPRA retirement formula.**

Effective September 30, 2012, employees in the Unit will pay 7% of the employee share of PERS.

### **Article 34 - Section 125 Program**

The City shall continue to offer a Premium-Only Section 125 Program whereby employee contributions towards health and dental insurance premiums will be paid not subject to Federal Income Tax, State Income Tax, or FICA. Employee participation in the program will be voluntary.

### **Article 35 – Voluntary Payroll Deductions**

### **Employees covered by this agreement may make voluntary deductions through payroll deduction to the Taft Police Officers Association.**

### **Article 36 - Non-Discrimination**

It is agreed that both the City and the Union shall provide equal opportunity for all qualified persons; prohibit discrimination because of race, color, religion, sex, age or national origin and promote the full realization of equal opportunity through a positive and continuing program of affirmative action. It is further agreed that no employee shall be interfered with, intimidated, restrained, coerced or discriminated against by either the City or the Union because of membership or non-membership in the Union.

#### **Article 37 - Savings Clause**

It is agreed that in the event a court order renders any Article of this Agreement null and void, said ruling shall negate only the appropriate article and the balance of this Agreement shall stand as written and remain in full force and effect for the duration of said Agreement.

#### **Article 38 - Full Agreement**

The City of Taft and the Union agree that this Agreement constitutes the entire contract between them governing wages, hours and conditions of employment of those employees in the bargaining unit during the term thereof and settles all demands and issues on all matters subject to meet and confer.

Accordingly, both the City and the Union do hereby waive the right during the term of this Agreement, to demand negotiation upon any subject matter, whether or not such subject matter has or has not been raised or discussed by either party during negotiations leading to the execution of this Agreement.

#### **Article 39 - Term of Agreement**

This Agreement shall become effective upon ratification of the City Council and shall remain in full force and effect through midnight **June 30, 2015**

Parties agree to furnish proposed changes to the Agreement during the month of April and the City agrees to implement negotiated adjustments at the beginning of the payroll period commencing nearest July 1st, provided that negotiations have been completed prior to that date. Should negotiations continue beyond July 1, negotiated adjustments shall be implemented at a mutually agreed upon date.

#### **Article 40 - Safety**

The City agrees that it will continue efforts to secure the size vehicle fleet that ultimately allows for officers to be assigned vehicles and to allow for implementation of a take home policy for officers who reside within ten (10) miles of City Hall, as previously approved in concept and principle by the City Council. The Union agrees that the provisions of any take home vehicle policy that may be implemented shall be the right and responsibility of management.

#### **Article 41 – On-Call for Court**

If an officer is placed “on-call” to stand-by for court appearance on his/her off duty hours, the officer shall receive \$45 as “Court On-Call Time.” If he/she is called to appear, then in lieu of “On-Call” pay, the officer shall be paid a minimum of 2 hours paid at the rate of 1 and ½ times the officer’s hourly base rate of pay or all actual time in court at the rate of 1 and ½ times the hourly rate, whichever is greater.

#### **Article 42 – Layoff**

For the purpose of layoff, seniority shall be defined as the first day of paid service in the classification currently held. Employees noticed for layoff may bump back (down) to a formally held classification if they have seniority within that classification. The City will provide at least 45 calendar days notice to the POA of any layoff affecting members of the represented unit.

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2014**.

\_\_\_\_\_  
Paul Linder, Mayor  
City of Taft

Date

\_\_\_\_\_  
CPOA Representative

Date

\_\_\_\_\_  
Alina Megerdom,

Date

\_\_\_\_\_  
CPOA Representative

Date



# City of Taft Agenda Report

**DATE:** November 4, 2014

**TO:** MAYOR LINDER AND COUNCIL MEMBERS

**AGENDA MATTER:**

**APPROVAL OF AMENDED DEPARTMENT HEADS BENEFIT AND COMPENSATION PLAN**

**SUMMARY STATEMENT:**

It is recommended that employees who are covered by the Department Heads Benefits and Compensation plan and those employees (except elected officials) who are not covered by an MOU or Compensation Plan who have passed probation or have at least one (1) year of continuous employment with the City of Taft (as of December 31, 2014) receive a one-time supplemental pay in the amount of \$1000 to be paid on December 12, 2014. It is recommended that current employees not eligible for this supplemental pay receive a supplemental pay in the amount of \$500 upon successfully passing probation.

**RECOMMENDED ACTION:**

Motion to approve the Addendum to the Department Heads Benefits Compensation Plan Supplemental Pay to Current Employees not covered under an MOU or Compensation Plan.

**IMPACT ON BUDGET (Y/N):** Yes.

**ATTACHMENT (Y/N):** Yes- Addendum

**PREPARED BY:** Lonny Boyer, Director of Human Resources/Assistant City Manager

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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**ADDENDUM TO**

**CITY OF TAFT  
DEPARTMENT HEADS BENEFITS COMPENSATION PLAN**

**The Department Heads Benefits Compensation Plan is hereby amended as follows:**

**The City Agrees to make a one-time supplemental pay in the amount of one-thousand dollars (\$1000) to all regular employees covered by this Plan who have completed probation or been employed continuously with the City of Taft for at least one (1) year (as of December 31, 2014). Current employees covered under this plan who do not meet the eligibility requirements as of December 31, 2014 will receive a one-time supplemental pay in the amount of five-hundred dollars (\$500) upon passing probation.**

**This one-time payment will be made on December 12, 2014, and will be a separate check. Deductions will be made for any mandated withholdings**

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Paul Linder, Mayor  
City of Taft

\_\_\_\_\_  
Alina Megerdom  
City Clerk



# City of Taft Agenda Report

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**DATE:** November 4, 2014

**TO:** Honorable Mayor and Council Members

**AGENDA ITEM:**

**CONTRACTS WITH WALLACE GROUP AND DOWNEY BRAND**

**SUMMARY STATEMENT:**

In February 2014 the City Council approved contracts with engineering firm Wallace Group and law firm Downey Brand for assistance on a Notice of Violation from the March 2013 sewer spill. Staff is still working with both firms and needs to amend both contracts in amounts not to exceed \$10,000 respectively.

**RECOMMENDATION:**

Motion to approve contract amendments with Wallace Group and Downey Brand not to exceed \$10,000 respectively, and allocate \$20,000 from sewer reserves for expenses associated with March 2013 sewer spill and subsequent Notice of Violation.

**IMPACT ON BUDGET (Y/N):** YES (\$20,000 from sewer reserves)

**ATTACHMENT (Y/N):** YES (contract amendments)

**PREPARED BY:** Public Works Department

**REVIEWED BY:**

<b>CITY CLERK</b>	<b>FINANCE DIRECTOR</b>	<b>CITY MANAGER</b>
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**CONTRACT AMENDMENT**



**WALLACE GROUP®**

CIVIL AND  
TRANSPORTATION  
ENGINEERING

CONSTRUCTION  
MANAGEMENT

LANDSCAPE  
ARCHITECTURE

MECHANICAL  
ENGINEERING

PLANNING

PUBLIC WORKS  
ADMINISTRATION

SURVEYING /  
GIS SOLUTIONS

WATER RESOURCES

<b>Project Name:</b> Collection System NOV Response Assistance	<b>CA No.:</b> 2
<b>Client Name:</b> City of Taft	<b>Project/Phase No.:</b> 1013-0005-100
<b>Attention:</b> Craig Jones	<b>Date:</b> October 23, 2014
<b>Address:</b> 209 East Kern Street, Taft, California 93268	

Wallace Group requests the Client's authorization to proceed with revisions to the contract agreement for the above referenced project as herein described. Approval below incorporates this document as a part of the original contract signed November 13, 2013. If approved, please return one signed original Contract Amendment to Wallace Group.

**Description and Purpose of the Revision(s)**

As directed by the City, assist the City and its Attorneys in on-going negotiations with the Central Valley RWQB, settlement or comments on an Administrative Civil Liability in response to an October 23, 2013 Notice of Violation.

**Revision(s) Represent:**

- a change in previous instructions
- a change in Scope of Services
- other:

**Revision(s) Fee:**

- hourly (time & materials) \$
- progress billing: \$
- not-to-exceed w/o authorization: \$10,000

**Revision(s) will be invoiced as:**

- increase to an item within the existing contract
- a new item added to existing contract

Issued by,  
WALLACE GROUP, a California Corporation

Approved by Client

<b>Signature:</b>	<b>Signature:</b>
<b>Print Name:</b> Thomas K. Zehnder, PE 72702	<b>Print Name:</b>
<b>Title:</b> Principal	<b>Title:</b>
<b>Date:</b> October 23, 2014	<b>Date:</b>



**WALLACE GROUP**  
A California Corporation

612 CLARION CT  
SAN LUIS OBISPO  
CALIFORNIA 93401

T 805 544-4011  
F 805 544-4294

www.wallacegroup.us

October 30, 2014

Via Email - [clowe@cityoftaft.org](mailto:clowe@cityoftaft.org)

Ms. Christy Lowe  
Administrative Technician  
City of Taft  
209 E Kern St  
Taft, CA 93268

Re: Additional Authorization for Work by Downey Brand LLP

Dear Ms. Lowe:

This letter is to confirm the City of Taft's authorization to add an additional **\$10,000.00** to the original November 13, 2013 contract between the City and Downey Brand to fund the defense of the City against a potential enforcement action by the Regional Water Quality Control Board for the Central Valley Region (Regional Board), and/or the State Water Resources Control Board's Office of Enforcement. Thus far, we have assisted the City and its consultants in the preparation of a response to the Notice of Violation and in settlement negotiations with the Regional Board. Additional authorization is needed to continue settlement discussions or to proceed to an adjudicatory hearing and/or litigation of the matter, as needed. At this point, our fees and costs will be limited to an amount not to exceed **\$20,000.00**, unless additional written authorization is received from the City to increase this amount. Should this matter proceed to a hearing, an additional budget for that work will be provided.

Very truly yours,

DOWNEY BRAND LLP



Melissa Thorme

Additional authorization of \$10,000 to the  
Downey Brand Contract is hereby

AGREED AND ACCEPTED:

City of Taft

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

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