

**TAFT CITY COUNCIL/SUCCESSOR AGENCY
JOINT REGULAR MEETING AGENDA
TUESDAY, DECEMBER 2, 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. 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.

2. SPECIAL RECOGNITION AND CERTIFICATES

3. MINUTES

November 4, 2014 Regular
November 18, 2014 Regular

Recommendation – Approve as submitted.

4. RESOLUTION DECLARING NOVEMBER 4, 2014, GENERAL MUNICIPAL ELECTION RESULTS

Recommendation - Motion to adopt a resolution entitled: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2014, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW.**

5. OATH ADMINISTERED TO NEWLY ELECTED OFFICIALS AND SELECTION OF MAYOR AND MAYOR PRO TEM

Recommendation –

1. Oath of Office administered
2. Mayor selected
3. Mayor Pro Tem selected

- 6. COUNCIL STATEMENTS (NON ACTION)
- 7. PLANNING COMMISSION REPORT
- 8. DEPARTMENT REPORTS
- 9. CITY MANAGER STATEMENTS
- 10. CITY ATTORNEY STATEMENTS
- 11. FUTURE AGENDA REQUESTS

CONSENT CALENDAR ITEMS 12 – 23

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?

12. PAYMENT OF BILLS

Warrant# 11-13-2014	Check No. 78683	\$ 9,327.37
Warrant# 11-21-2014	Check No. 78684-78790	\$577,639.27
Warrant# 11-21-2014	Check No. 78791	\$ 20.87

Recommendation – Approve payment of the bills.

13. TREASURER’S REPORT

Recommendation - Motion to receive and file Treasurer’s Report dated November 19, 2014 for the Month of September 2014.

14. REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF TAFT AND PRASAYUS COMMERCIAL CONSTRUCTION FOR THE INSTALLATION OF A DRAINAGE FACILITY AT APN 032-152-12

Recommendation - Motion to authorize the Mayor to sign a letter providing for a reimbursement agreement between the City of Taft and Prasayus Commercial Construction for the installation of a Drainage Facility at APN 032-152-12.

15. APPROVE THE CONTRACT RENEWAL FOR A SCHOOL RESOURCE OFFICER AT THE TAFT CITY SCHOOL DISTRICT.

Recommendation – Motion to approve, renew, and sign the contract with the Taft City School District for a School Resource Officer (SRO).

16. RENEWAL OF THE MOU WITH THE TAFT UNION HIGH SCHOOL FOR A FULL TIME PAID SCHOOL RESOURCE OFFICER (SRO)

Recommendation- Motion to approve and sign the MOU with the Taft Union High School for a full time paid School Resource Officer (SRO).

17. PURCHASE OF RIMS COLLABORATIVE SOFTWARE AND A HARDWARE SERVER FOR THE TAFT POLICE DEPARTMENT

Recommendation – Motion to approve the purchase of the RIMS Collaborative Software and the Software Server for the Police Department.

18. 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 City of Taft Police Department, the CDCR and the Kern County District Attorney’s Office and approving execution by Chief Ed Whiting.

19. FUNDING TO THE TAFT CHAMBER OF COMMERCE FOR THE QUARTER OF JULY 2014 TO SEPTEMBER 2014.

Recommendation – Motion to approve the 25% allocation of the Transient Occupancy Tax to the Taft Chamber of Commerce for the quarter of July 2014 through September 2014.

20. ANNEXATION AD HOC COMMITTEE – SCHEDULE

Recommendation – Motion to set the first meeting date of the Annexation Ad Hoc Committee.

21. EJCDC ENGINEERING AGREEMENT TASKS 3 & 4 WITH WALLACE GROUP FOR USDA LOAN FOR WWTP

Recommendation – Approve EJCDC Engineering Agreement for Tasks 3 & 4 with Wallace Group and submit to USDA.

22. ADDITION OF ONE (1) POLICE OFFICER POSITION

Recommendation – Motion to approve **ADDING ONE (1) POLICE OFFICER POSITION TO THE POLICE DEPARTMENT AND APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT AMENDING THE POSITION CLASSIFICATION PLAN AND ESTABLISHING CORRESPONDING COMPENSATION RATES**

23. SCHOOL RESOURCE OFFICER 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**

CLOSED SESSION

- A. 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, Yvette Mayfield, 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 November 25, 2014, pursuant to 1987 Brown Act Requirements.

I declare under penalty of perjury that the foregoing is true and correct.
Executed November 25, 2014, at Taft, California.

Date/Time _____ Signature _____

**TAFT CITY COUNCIL/SUCCESSOR AGENCY
MINUTES
NOVEMBER 4, 2014**

REGULAR MEETING

6:00 P.M.

The November 4, 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 6:05 PM. The Pledge of Allegiance was led by Councilmember Miller, followed by an invocation given by Scott Pearson of the First Baptist Church.

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

1. COMMENDATION 6:11 PM

Ms. Debra Elliott was recognized upon her retirement from the city.

2. CITIZEN REQUESTS/PUBLIC COMMENTS 6:18 PM

Dr. Kathy Orrin, Executive Director of the Taft Chamber of Commerce reported on last weekend's Golf Tournament and reminded everyone of the upcoming Fishing Derby, Christmas Parade and Sit and Sip.

3. COUNCIL STATEMENTS (NON ACTION) 6:23 PM

Council Member Krier

- Spoke about last Saturday's Pumpkin Carving Contest and thank Girl Scouts for judging
- Thanked those running for office and those that vote
- Encouraged attendance at upcoming Fishing Derby

Council Member Noerr

- Encouraged everyone to participate and vote

Council Member Miller

- Spoke about how important the election is and encouraged everyone to vote
- Talked about the demolition of the old hospital and trying to keep health care local

Mayor Linder

- Talked about the Pumpkin Carving Contest competition
- Spoke about Water District Issues regarding water meter replacement

4. PLANNING COMMISSION REPORT 6:35 PM

Commissioner Renee Hill reported on their October 22, 2014 meeting where they approved Conditional Use Permit 2014-16 for La Villa Market and discussed proposed Zoning Ordinance updates regarding Emergency Shelters and the streamlining of solar permits.

5. DEPARTMENT REPORTS 6:37 PM

- Planning Director, Mark Staples provided handouts and update regarding proposed cell tower at 8th and Main
- City Clerk Megerdom spoke about the election, visiting polling places and wished all candidates good luck.

6. CITY MANAGER STATEMENTS 6:49 PM

Congratulated Debra Elliott on retirement.

7. CITY ATTORNEY STATEMENTS

There were none

8. FUTURE AGENDA REQUESTS 6:50 PM

Council Member Krier requested that an item be placed on an agenda naming October Petroleum Appreciation Month.

CONSENT CALENDAR ITEMS 9 - 21

➤ Items 16-20 were removed by Linder

Motion: Moved by Noerr, seconded by Miller, to approve items 9-4 and 21.

AYES: Krier, Miller, Noerr, Waldrop, Linder

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 (Resolution)**

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 (Resolution)

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.

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.

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.

Motion: Moved by Waldrop, seconded by Miller to approve items 16-20.

Linder wanted to recognize employees who through bargaining graciously accepted a one-time \$1,000 stipend for all employees even though some bargaining units could have gotten more and stated that he appreciated employee patience.

Miller stated this was the best that they could do now that the city's back in the prison business that hopefully things will continue to get better but still have to keep in mind that they still only have a 30 day contract.

Council Member Waldrop stated hopefully things will keep improving so that they can do more and thanked employees for all that they do.

Council Member Krier wanted to thank employees for all that they do and their patience.

Council Member Noerr concurred with the other council statements.

AYES: Krier, Miller, Noerr, Waldrop, Linder

CLOSED SESSION 7:01 PM

A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(b) – one (1) undisclosed case.

The Council considered this item in closed session and direction was given to staff and attorney.
No other reportable action.

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

The Council considered this item in closed session and direction was given to staff and attorney.
No other reportable action.

C. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9 (a) – City of Taft vs. CDCR.

The Council considered this item in closed session and direction was given to staff and attorney.
No other reportable action.

ADJOURNMENT- With no further business to conduct, the meeting was unanimously adjourned at 8:45 PM.

Yvette Mayfield
City Clerk

Paul Linder
Mayor

**TAFT CITY COUNCIL/SUCCESSOR AGENCY
MINUTES
NOVEMBER 18, 2014**

REGULAR MEETING

6:00 P.M.

The November 18, 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 6:05 PM. The Pledge of Allegiance was led by Mayor Linder, followed by an invocation given by the Reverend Heather Mueller.

PRESENT: Mayor Paul Linder and Mayor Pro Tem Orchel Krier
Councilmembers Randy Miller, Dave Noerr and Ron Waldrop
City Manager Craig Jones and City Attorney Jason Epperson

1. RESIGNATION OF CITY CLERK

Motion: Moved by Miller, seconded by Krier, to accept the resignation letter of City Clerk Alina Megerdom.

AYES: Krier, Miller, Noerr, Waldrop, Linder

Motion: Moved by Miller, seconded by Noerr, to interview Ms. Gonzales and Ms. Mayfield and not put out a Notice of Vacancy or hold a Special Election.

AYES: Krier, Miller, Noerr, Waldrop, Linder

Mayor Linder asked Ms. Gonzalez and Ms. Mayfield to share their experience and why they would want to hold the position of City Clerk.

Mayor Linder polled each council member for their nomination. The nominations were as follows:

Councilmember Miller:	Mayfield
Councilmember Waldrop:	Mayfield
Councilmember Noerr:	Mayfield
Mayor Pro Tem Krier:	Mayfield
Mayor Linder:	Mayfield

Motion: Moved by Miller, seconded by Waldrop to appoint Yvette Mayfield to the position of Taft City Clerk to complete the unscheduled vacancy, expiring December 4, 2016.

AYES: Krier, Miller, Noerr, Waldrop, Linder

Mayor Linder administered the Oath of Office to the newly appointed City Clerk.

- Mayor Linder advanced to item 3

2. PROCLAMATION

Councilmember Miller presented a proclamation to Mr. Royce Foreman recognizing his 100th birthday.

- Mayor Linder recessed the meeting to closed session at 6:48 PM and reopened at 7:04 PM.

3. CITIZEN REQUESTS/PUBLIC COMMENTS

- The Reverend Heather Mueller, of St. Andrew's Episcopal Church spoke and asked the council for a letter of recognition for the Church's 80th anniversary of the laying of the cornerstone.
- Dr. Kathy Orrin, Executive Director of the Taft Chamber of Commerce presented on behalf of Houchin Blood Bank 12 gallon recognition to Mel Hannon and presented the awards to the winners of the Chamber's postcard photo contest. She also reminded everyone of the upcoming Christmas Parade, First Friday and pictures with Santa.

CLOSED SESSION

A. PERFORMANCE EVALUATION – Government Code Section 54957 – City Attorney

- No reportable action.

4. COUNCIL STATEMENTS (NON ACTION)

Council Member Waldrop

- Praised Taft Sportsman's Club at last Sunday's Pheasant Hunt.
- Reminded everyone about collections being held for Toy's for Taft.

Council Member Miller

- Wanted to thank everyone for hard work on last Saturday's Cleanup of Sandy Creek.

Council Member Noerr

- Spoke on the successful cleanup of Sandy Creek thanking all those involved.

Mayor Pro Tem Krier

- Spoke on Sandy Creek Cleanup
- Attended Chamber Fishing Derby and thanked Kathy and Shannon from the Chamber for all their hard work.

Mayor Linder

- Being his last full meeting with the Council wanted to thank all the City employees, the voters, David Cothrun, and all the Council members. He enjoyed his time on the City Council.
- Recognized his wife of 36 years for all her support as it was their anniversary.

5. DEPARTMENT REPORTS

There were none.

6. CITY MANAGER STATEMENTS

Mr. Jones thanked everyone who worked on the Sandy Creek Cleanup making it so successful.

7. CITY ATTORNEY STATEMENTS

There were none.

8. FUTURE AGENDA REQUESTS

Council Member Krier requested a proclamation or recognition letter for St. Andrew's Episcopal Church.

CONSENT CALENDAR ITEMS 9 - 13

➤ Item 11 removed by Linder and 12 removed by Miller

Motion: Moved by Krier, seconded by Noerr to approve consent calendar items 9, 10 and 13.

AYES: Krier, Miller, Noerr, Waldrop, Linder

9. PAYMENT OF BILLS

Warrant#	11-07-2014	Check No. 78608-78680	\$ 345,778.13
Warrant#	11-07-2014	Check No. 78681-78682	\$ 1,005.92

Recommendation – Approve payment of the bills.

**10. CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
CONTRACT AMENDMENT NO. 3**

Recommendation – Motion to approve Amendment No. 3 to Agreement No. 5600004097 with the California Department of Corrections and Rehabilitation and authorize the Mayor to execute the document.

13. APPROVAL OF TEMPORARY ADMINISTRATIVE ASSISTANT

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** (*Resolution No. 3636-14*)

11. APPROVAL OF CHANGE IN CITY ATTORNEY CONTRACT FROM COTA COLE LLP TO PRENTICE & EPPERSON LLP.

Motion: Moved by Waldrop, seconded by Miller, to approve contract for City Attorney services with Prentice & Epperson LLP.

Linder stated that he pulled the item for transparency and explained that Cota Cole LLP is moving in another direction and will not be representing small rural towns and that Mr. Prentice and Mr. Epperson amicably split from Cota Cole to their own company to represent small cities such as Taft.

Miller stated he was comfortable with the change. Noerr confirmed that the price and value would remain the same for the city.

AYES: Krier, Miller, Noerr, Waldrop, Linder

12. ANNEXATION AD HOC COMMITTEE – CONFIRM AND SET SCHEDULE

Motion: Moved by Waldrop, seconded by Miller, to form Annexation Ad Hoc Committee consisting of two Councilmembers with one alternate Councilmember, two Commissioners, and one California Resources Corporation representative.

Miller wanted to clarify for the record that OXY is now California Resources Corporation in California.

It was discussed that a meeting time and date to be set at another meeting once new council members are set.

Krier wanted to confirm that the resident positions would remain available in case someone was still to come forward and sit on the committee.

AYES: Krier, Miller, Noerr, Waldrop, Linder

ADJOURNMENT – With no further business to conduct, the meeting was unanimously adjourned at 7:25 PM.

Yvette Mayfield
City Clerk

Paul Linder
Mayor



City of Taft Agenda Report

DATE: DECEMBER 2, 2014

TO: MAYOR AND COUNCIL MEMBERS

AGENDA MATTER:

RESOLUTION DECLARING NOVEMBER 4, 2014, GENERAL MUNICIPAL ELECTION RESULTS

SUMMARY STATEMENT:

California Election Code 10262(a) states that the Election Official shall complete a canvass of the votes no later than the fourth Friday after the election. A certification of the election was made available Friday, November 21, by the Kern County Clerk. A Resolution declaring the results of the November 4 election has been prepared for Council's approval.

Following adoption of the resolution, the City Clerk will proceed with the swearing-in ceremony.

RECOMMENDED ACTION:

Motion to adopt a resolution entitled: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 4, 2014, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW.**

IMPACT ON BUDGET (Y/N): No

ATTACHMENT (Y/N): Resolution with attachments

PREPARED BY: City Clerk

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,
CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL
ELECTION HELD ON NOVEMBER 4, 2014, DECLARING THE RESULT AND
SUCH OTHER MATTERS AS PROVIDED BY LAW**

WHEREAS, a General Municipal Election was held and conducted in the City of Taft, California, on Tuesday, November 4, 2014, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in General Law Cities; and

WHEREAS, pursuant to Resolution No. 3602-14, adopted June 3, 2014, the County Election Department canvassed the returns of the election and has certified the results to this City Council, the results are received, attached and made a part hereof as "Exhibit A".

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TAFT, CALIFORNIA,
DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:**

SECTION 1. That the whole number of ballots cast in the precincts including absent voter ballots and provisional ballots was 2683.

SECTION 2. That the names of persons voted for at the election were as follows:

Member of the City Council: Josh Bryant, Randy Miller, Renee Bitzer Hill and Ron Waldrop.

SECTION 3. That the number of votes given at each precinct and the number of votes given in the City to each of the persons named for offices for which the persons were candidates are listed in Exhibit "A" attached.

SECTION 4. The City Council does declare and determine that:

Josh Bryant, Randy Miller and Renee Bitzer Hill were elected as Members of the City Council for the full term of four years.

SECTION 5. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) The whole number of ballots cast in the City; (2) The names of the persons voted for; (3) For what office each person was voted for; (4) The total number of votes given to each person.

SECTION 6. That the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

PASSED, APPROVED AND ADOPTED on the 2nd day of December, 2014.

Paul Linder, Mayor

ATTEST:

Yvette Mayfield, City Clerk

State of California }
County of Kern }ss
City of Taft }

I, Yvette Mayfield, 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 2nd day of December, 2014, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Yvette Mayfield, City Clerk

Election Summary Report
Consolidated General Election
Summary For Jurisdiction Wide, All Counters, All Races
November 4, 2014
Official Final Results

Date:11/21/14
 Time:08:26:00
 Page:16 of 23

Registered Voters 332228 - Cards Cast 136006 40.94% Num. Report Precinct 591 - Num. Reporting 591 100.00%

CITY OF RIDGECREST COUNCILMEMBER		
Number of Precincts		Total
Precincts Reporting		13
Vote For		13 100.0 %
Total Votes		2
		10783
EDDIE B. THOMAS		2636 24.45%
MICHAEL R. MOWER		2615 24.25%
M. "CHIP" HOLLOWAY		2096 19.44%
CHRISTINA WITT		1879 17.43%
MATTHEW G. BAUDHUIN		1506 13.97%

CITY OF SHAFTER COUNCILMEMBER		
Number of Precincts		Total
Precincts Reporting		8
Vote For		8 100.0 %
Total Votes		2
		2574
CATHY L. PROUT		1066 41.41%
ELI ESPERICUETA		949 36.87%
RAMON SANCHEZ		537 20.86%

CITY OF TAFT COUNCILMEMBER		
Number of Precincts		Total
Precincts Reporting		3
Vote For		3 100.0 %
Total Votes		3
		2683
JOSH BRYANT		917 34.18%
RANDY MILLER		717 26.72%
RENEE BITZER HILL		716 26.69%

CITY OF TEHACHAPI COUNCILMEMBER		
Number of Precincts		Total
Precincts Reporting		5
Vote For		5 100.0 %
Total Votes		3
		4362
DENNIS WAHLSTROM		1041 23.87%
PHIL SMITH		1018 23.34%
SUSAN C. WIGGINS		969 22.21%
MARY CORPUS-ZAMUDIO		675 15.47%
RICHARD FELTER		625 14.33%

CONSOLIDATED GENERAL ELECTION
NOVEMBER 4, 2014
OFFICIAL RESULTS - WRITE IN CANDIDATES
PRECINCT, VOTE BY MAIL, MAIL BALLOT AND TOUCHSCREEN TOTALS

VOTES

CITY OF CALIFORNIA CITY – MAYOR

- MATTHEW MC CARTIN 23

CITY OF CALIFORNIA CITY – TREASURER

- KEITH L. MIDDLETON 24

CITY OF MARICOPA – MEMBER OF CITY COUNCIL

- STEPHEN B. PERKINS 13

CITY OF MARICOPA - TREASURER

- DORINE B. HORN 10

CITY OF TAFT - MEMBER OF CITY COUNCIL

- RONALD WAYNE WALDROP 307

2014 ELECTION

	Registration	Total Votes Cast	Josh Bryant	Rene Bitzer Hill	Randy Miller	Ronald Wayne Waldrop
Polling		153	50	48	39	16
Absentee Votes		211	62	59	63	18
Total Precinct 3310		637	364	112	107	34
Polling		732	279	196	185	68
Absentee Votes		810	258	208	222	112
Total Precinct 3320		1343	1542	537	404	407
Polling		381	144	100	101	35
Absentee Votes		396	124	105	107	58
Precinct 3340		827	777	268	205	208
Total		2807	2683	917	716	717
PERCENT OF VOTES CAST			34.18%	26.69%	26.72%	11.45%



City of Taft Agenda Report

DATE: DECEMBER 2, 2014

TO: MAYOR AND COUNCIL MEMBERS

AGENDA MATTER:

OATH ADMINISTERED TO NEWLY ELECTED OFFICIALS AND SELECTION OF MAYOR AND MAYOR PRO TEM

SUMMARY STATEMENT:

Newly Elected Officials Take Oath of Office:

Council Members Joshua Bryant, Renee Hill and Randy Miller, – Oath administered by City Clerk

After oaths are administered, the Mayor will relinquish the gavel to the City Clerk who will preside over the meeting until the Mayor is selected. The Clerk will take nominations for the office of Mayor. If only one (1) name nominated, a roll-call vote will be taken and Council Members should respond either Yeah or Nay. If two (2) or more names nominated, a roll-call vote will be taken and each Council Member should name their choice for Mayor. This will continue until one (1) Council Member has a clear majority of the body and be declared Mayor.

Upon selection of the Mayor, the City Clerk will relinquish the gavel to the newly selected Mayor and the Council will then select a Mayor Pro Tem using the same method.

RECOMMENDED ACTION:

1. Oath of Office administered
2. Mayor selected
3. Mayor Pro Tem selected

ATTACHMENT (Y/N): N/A

PREPARED BY: City Clerk

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
-------------------	-------------------------	---------------------

**ACCOUNTS PAYABLE CASH DISBURSEMENTS
DISTRIBUTION BY FUND**

ALLOWED BY CITY COUNCIL ON _____

\$20.87 OUT OF FUNDS AS NOTED BELOW

10 GENERAL	\$0.00
35 04-HOME-0759	\$0.00
36 ASSET FORFEITURES	\$0.00
38 LANDSCAPE ASSESSMENT DIST	\$0.00
40 CDBG/ HOUSING RLF	\$0.00
41 TARP/RLF	\$0.00
43 CALHOMES	\$0.00
48 HOME RLF/HOUSING	\$0.00
50 CRIME PREVENTION	\$0.00
51 CCF FACILITY	\$20.87
53 CCF/INMATE WELFARE FUND	\$0.00
54 INMATE TRUST ACCOUNT	\$0.00
58 FEDERAL PRISON-WWTP	\$0.00
59 CENTRAL GARAGE	\$0.00
60 SEWER	\$0.00
61 REFUSE	\$0.00
62 TRANSIT	\$0.00
65 TCDA	\$0.00
67 TCDA / DEBT SRV FND	\$0.00
70 WWTP	\$0.00
78 TRUST & AGENCY	\$0.00
81 CAPITAL PROJECTS	\$0.00

MAYOR

CITY CLERK



ACCOUNT CLERK I

CHRISTINE BAMFORD

WARRANT NO. 11/21/2014
CHECK NUMBER 78791

DATE: 11/21/14

TOTAL
\$20.87

CITY COUNCIL

2:00 pm

Thursday, 20 November, 2014

CITY OF TAFT, CA
ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
78791	/2014 12:00:00	PRINTED	5372	TAFT C.C.F. ITA	20.78
			1 Checks	Cash Account Total:	20.78

2:00 pm
Thursday, 20 November, 2014

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
5372 - TAFT C.C.F. ITA		111814	INV	4 12:00:00AM	\$8.28	78791	MCCF-11/18 IM PAY CORRECTION	51451 09020
5372 - TAFT C.C.F. ITA		111814	INV	4 12:00:00AM	\$12.50	78791	MCCF-11/18 IM PAY CORRECTION	51451 09020
					\$20.78			

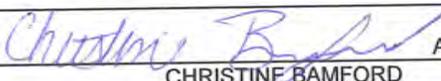
ACCOUNTS PAYABLE CASH DISBURSEMENTS DISTRIBUTION BY FUND

ALLOWED BY CITY COUNCIL ON _____

\$9,327.37 OUT OF FUNDS AS NOTED BELOW

10 GENERAL	\$0.00
35 04-HOME-0759	\$0.00
36 ASSET FORFEITURES	\$0.00
38 LANDSCAPE ASSESSMENT DIST	\$0.00
40 CDBG/ HOUSING RLF	\$0.00
41 TARP/RLF	\$0.00
43 CALHOMES	\$0.00
48 HOME RLF/HOUSING	\$0.00
50 CRIME PREVENTION	\$0.00
51 CCF FACILITY	\$9,327.37
53 CCF/INMATE WELFARE FUND	\$0.00
54 INMATE TRUST ACCOUNT	\$0.00
58 FEDERAL PRISON-WWTP	\$0.00
59 CENTRAL GARAGE	\$0.00
60 SEWER	\$0.00
61 REFUSE	\$0.00
62 TRANSIT	\$0.00
65 TCDA	\$0.00
67 TCDA / DEBT SRV FND	\$0.00
70 WWTP	\$0.00
78 TRUST & AGENCY	\$0.00
81 CAPITAL PROJECTS	\$0.00

TOTAL \$9,327.37

	MAYOR
	CITY CLERK
	ACCOUNT CLERK I
CHRISTINE BAMFORD	

WARRANT NO. 11/13/2014
CHECK NUMBER 78683

DATE: 11/18/14

CITY COUNCIL

CITY OF TAFT, CA
ACCOUNTS PAYABLE CHECK REGISTER

5:04 pm
Monday, 17 November, 2014

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
78683	11/20/14 12:00:00	PRINTED	5372	TAFT C.C.F. ITA	9,327.37
			1 Checks	Cash Account Total:	9,327.37

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

5:04 pm
Monday, 17 November, 2014

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
5372 - TAFT C.C.F. ITA		111314-2	INV	4 12:00:00AM	\$31.68	78683	MCCF- IM PAY OCT 2014 J. RAMOS #AF5726	51451 09020
5372 - TAFT C.C.F. ITA		111314	INV	4 12:00:00AM	\$9,295.69	78683	MCCF- IM PAY OCT 2014	51451 09020
					\$9,327.37			

ACCOUNTS PAYABLE CASH DISBURSEMENTS DISTRIBUTION BY FUND

ALLOWED BY CITY COUNCIL ON _____

\$577,639.27 OUT OF FUNDS AS NOTED BELOW

10 GENERAL	\$329,191.87
35 04-HOME-0759	\$0.00
36 ASSET FORFEITURES	\$0.00
38 LANDSCAPE ASSESSMENT DIST	\$188.75
40 CDBG/ HOUSING RLF	\$859.20
41 TARP/RLF	\$0.00
43 CALHOMES	\$0.00
48 HOME RLF/HOUSING	\$9.33
50 CRIME PREVENTION	\$405.87
51 CCF FACILITY	\$91,673.92
53 CCF/INMATE WELFARE FUND	\$2,083.27
54 INMATE TRUST ACCOUNT	\$0.00
58 FEDERAL PRISON-WWTP	\$68,834.39
59 CENTRAL GARAGE	\$3,596.41
60 SEWER	\$197.20
61 REFUSE	\$41,176.70
62 TRANSIT	\$9,208.74
65 TCDA	\$1.44
67 TCDA / DEBT SRV FND	\$64.70
70 WWTP	\$28,663.48
78 TRUST & AGENCY	\$1,484.00
81 CAPITAL PROJECTS	\$0.00

TOTAL

\$577,639.27

MAYOR

CITY CLERK

Christine Bamford
ACCOUNT CLERK I

CHRISTINE BAMFORD

WARRANT NO. 11/21/2014
CHECK NUMBER 78684- 78790

DATE: 11/21/14

CITY COUNCIL

5:27 pm

Wednesday, 19 November

CITY OF TAFT, CA
ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
78684	/2014 12:00:(	PRINTED	40	A.P.I. PLUMBING	302.55
78685	/2014 12:00:(	PRINTED	47	ACCAP	350.00
78686	/2014 12:00:(	PRINTED	119	ADORAMA	152.64
78687	/2014 12:00:(	PRINTED	12845	ERIC ALVAREZ	38.50
78688	/2014 12:00:(	PRINTED	300	ARAMARK CORP.	39,909.03
78689	/2014 12:00:(	PRINTED	370	AUSTINS PEST CONTROL	120.00
78690	/2014 12:00:(	PRINTED	626	BEST ROADSIDE SERVICE, LLC	872.00
78691	/2014 12:00:(	PRINTED	669	BOB BARKER COMPANY, INC.	7,687.91
78692	/2014 12:00:(	PRINTED	711	BRENNTAG PACIFIC,INC	2,574.51
78693	/2014 12:00:(	PRINTED	715	BRIGHT HOUSE NETWORKS	210.44
78694	/2014 12:00:(	PRINTED	715	BRIGHT HOUSE NETWORKS	210.02
78695	/2014 12:00:(	PRINTED	745	BROUGH CONSTRUCTION	17,316.00
78696	/2014 12:00:(	PRINTED	738	BROWN & REICH PETROLEUM INC.	8,358.23
78697	/2014 12:00:(	PRINTED	1359	STATE OF CALIFORNIA	240.00
78698	/2014 12:00:(	PRINTED	915	CARQUEST AUTO PARTS	502.36
78699	/2014 12:00:(	PRINTED	1053	CAVES & ASSOCIATES	861.87
78700	/2014 12:00:(	PRINTED	1017	CLEAN SOURCE	3,017.01
78701	/2014 12:00:(	PRINTED	1028	CLEROU TIRE COMPANY, INC.	626.46
78702	/2014 12:00:(	PRINTED	12753	CONTROL FIRE PROTECTION	242.50
78703	/2014 12:00:(	PRINTED	1035	COOPER'S TRUE VALUE HOME CENTER	2,448.72
78704	/2014 12:00:(	PRINTED	1117	CORELOGIC INFORMATION SOLUTIONS, I	10.00
78705	/2014 12:00:(	PRINTED	1113	COTA COLE LLP	11,945.58
78706	/2014 12:00:(	PRINTED	1114	COUNTRY AUTO & TRUCK TAFT	359.54
78707	/2014 12:00:(	PRINTED	1363	DEPARTMENT OF JUSTICE	1,030.00
78708	/2014 12:00:(	PRINTED	1379	DEVON'S BODY SHOP	115.00
78709	/2014 12:00:(	PRINTED	1445	DOD CONSTRUCTION	139,127.50
78710	/2014 12:00:(	PRINTED	1647	ECOLAB	85.64
78711	/2014 12:00:(	PRINTED	12461	ELLIOTT, DEBRA	87.53
78712	/2014 12:00:(	PRINTED	1699	EMBLEM ENTERPRISES, INC.	1,304.98
78713	/2014 12:00:(	PRINTED	1707	EMPLOYMENT DEVELOPMENT DEPT.	1,728.00
78714	/2014 12:00:(	PRINTED	1805	EXCELLENT FIRE	279.46

CITY OF TAFT, CA
ACCOUNTS PAYABLE CHECK REGISTER

5:27 pm
Wednesday, 19 November

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
78715	/2014 12:00:(	PRINTED	1830	FASTENAL	90.07
78716	/2014 12:00:(	PRINTED	1830	FASTENAL	222.07
78717	/2014 12:00:(	PRINTED	1845	FEDERAL EXPRESS CORP	43.19
78718	/2014 12:00:(	PRINTED	1821	FIA CARD SERVICES	178.58
78719	/2014 12:00:(	PRINTED	1821	FIA CARD SERVICES	197.00
78720	/2014 12:00:(	PRINTED	1821	FIA CARD SERVICES	275.41
78721	/2014 12:00:(	PRINTED	1821	FIA CARD SERVICES	370.92
78722	/2014 12:00:(	PRINTED	1821	FIA CARD SERVICES	575.79
78723	/2014 12:00:(	PRINTED	1821	FIA CARD SERVICES	683.78
78724	/2014 12:00:(	PRINTED	1821	FIA CARD SERVICES	2,174.39
78725	/2014 12:00:(	PRINTED	1821	FIA CARD SERVICES	2,444.70
78726	/2014 12:00:(	PRINTED	1821	FIA CARD SERVICES	5,869.72
78727	/2014 12:00:(	PRINTED	1821	FIA CARD SERVICES	9,236.00
78728	/2014 12:00:(	PRINTED	1898	FIRST CHOICE SERVICE	300.94
78729	/2014 12:00:(	PRINTED	12290	FLOYD, STEVEN	48.90
78730	/2014 12:00:(	PRINTED	12808	FLUID RESOURCE MANAGEMENT	17,293.50
78731	/2014 12:00:(	PRINTED	2040	GENERAL OFFICE	307.19
78732	/2014 12:00:(	PRINTED	2095	GRAINGER INDUSTRIAL AND COMMERCIA	2,046.39
78733	/2014 12:00:(	PRINTED	2178	GRIFFITH, VINCENT	300.00
78734	/2014 12:00:(	PRINTED	2223	HAAKER EQUIPMENT COMPANY	230.20
78735	/2014 12:00:(	PRINTED	2268	HdL, COREN & CONE	1,750.00
78736	/2014 12:00:(	PRINTED	2267	HELT ENGINEERING, INC.	17,633.75
78737	/2014 12:00:(	PRINTED	2429	INDUSTRIAL SOLUTIONS CHEMICAL CORP	310.74
78738	/2014 12:00:(	PRINTED	12825	JAS PACIFIC	3,811.70
78739	/2014 12:00:(	PRINTED	2623	JIM BURKE FORD	210.14
78740	/2014 12:00:(	PRINTED	2813	KAISER FOUNDATION HEALTH PLAN INC.	40,123.18
78741	/2014 12:00:(	PRINTED	1348	DENNEY, JACKIE	855.97
78742	/2014 12:00:(	PRINTED	12737	KERN COUNTY ANIMAL CONTROL	150.00
78743	/2014 12:00:(	PRINTED	2914	KERN ELECTRIC DIST.	149.04
78744	/2014 12:00:(	PRINTED	2952	KIMBALL MIDWEST	833.13
78745	/2014 12:00:(	PRINTED	2946	KIWANIS CLUB OF TAFT	179.50

5:27 pm

CITY OF TAFT, CA
ACCOUNTS PAYABLE CHECK REGISTER

Wednesday, 19 November

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
78746	/2014 12:00:(	PRINTED	3125	LAW OFFICES OF MARTIN D. KOCZANOWI	40.00
78747	/2014 12:00:(	PRINTED	3154	LEXISNEXIS	170.00
78748	/2014 12:00:(	PRINTED	3180	LOWE'S COMPANIES, INC.	647.66
78749	/2014 12:00:(	PRINTED	3181	LOWE, CHRISTY	35.00
78750	/2014 12:00:(	PRINTED	12771	M.H. WOLFE AND ASSOCIATES ENVIROME	1,369.50
78751	/2014 12:00:(	PRINTED	3359	MELO'S GAS & GEAR	16.70
78752	/2014 12:00:(	PRINTED	3398	MISSION LINEN SUPPLY	213.18
78753	/2014 12:00:(	PRINTED	3678	NATIONAL TOXICOLOGY	150.00
78754	/2014 12:00:(	PRINTED	3790	OFFICE DEPOT	1,152.20
78755	/2014 12:00:(	PRINTED	4125	PACIFIC GAS & ELECTRIC	329.77
78756	/2014 12:00:(	PRINTED	4117	PACIFIC TELEMAGEMENT SERVICES	80.93
78757	/2014 12:00:(	PRINTED	4171	PATTERSON DENTAL SUPPLY INC.	103.62
78758	/2014 12:00:(	PRINTED	4427	POWERSTRIDE BATTERY CO. INC.	115.03
78759	/2014 12:00:(	PRINTED	4430	PREMIER ACCESS DENTAL	3,779.79
78760	/2014 12:00:(	PRINTED	4463	PRO AIR	430.00
78761	/2014 12:00:(	PRINTED	4454	PUBLIC EMPLOYEES' RETIREMENT SYSTE	46,507.20
78762	/2014 12:00:(	PRINTED	4670	R.C. BECKER & SON, INC.	56,239.17
78763	/2014 12:00:(	PRINTED	4845	RICHLAND CHEVROLET CO.	1,394.36
78764	/2014 12:00:(	PRINTED	4868	ROTATIONAL MOLDING, INC.	11,974.00
78765	/2014 12:00:(	PRINTED	4909	SC COMMUNICATIONS	283.22
78766	/2014 12:00:(	PRINTED	5143	SEVERN TRENT SERVICES	56,817.03
78767	/2014 12:00:(	PRINTED	4918	SMS HOLDING COMPANY	3,000.00
78768	/2014 12:00:(	PRINTED	5096	SOUTHERN CALIFORNIA GAS CO.	3,422.19
78769	/2014 12:00:(	PRINTED	5142	SPARKLETTS & SIERRA SPRINGS	71.02
78770	/2014 12:00:(	PRINTED	5185	STATE WATER RESOURCES CONTROL BC	2,088.00
78771	/2014 12:00:(	PRINTED	5195	STERLING CODIFIERS	632.00
78772	/2014 12:00:(	PRINTED	5250	STINSON'S	734.93
78773	/2014 12:00:(	PRINTED	5258	STOCKDALE TILE CO.	274.11
78774	/2014 12:00:(	PRINTED	3179	THE TAFT INDEPENDENT	110.00
78775	/2014 12:00:(	PRINTED	5560	GEORGE G. ROSS	224.31
78776	/2014 12:00:(	PRINTED	1008	CITY OF TAFT	825.15

CITY OF TAFT, CA
 ACCOUNTS PAYABLE CHECK REGISTER

Check Number	Check Date	Type	Vendor Number	Vendor Name	Check Amount
78777	/2014 12:00:(	PRINTED	5576	TAG/AMS, INC.	390.00
78778	/2014 12:00:(	PRINTED	6140	VIBUL TANGPRAPHAPHORN,MD	1,098.00
78779	/2014 12:00:(	PRINTED	5609	TELEPACIFIC COMMUNICATIONS	41.92
78780	/2014 12:00:(	PRINTED	5609	TELEPACIFIC COMMUNICATIONS	195.91
78781	/2014 12:00:(	PRINTED	5609	TELEPACIFIC COMMUNICATIONS	416.06
78782	/2014 12:00:(	PRINTED	5609	TELEPACIFIC COMMUNICATIONS	564.93
78783	/2014 12:00:(	PRINTED	5645	TRANS UNION LLC	79.31
78784	/2014 12:00:(	PRINTED	12806	U-CART CEMENT, INC	280.00
78785	/2014 12:00:(	PRINTED	5792	UNITY THRIFT & OUTREACH	465.00
78786	/2014 12:00:(	PRINTED	6104	VERIZON CALIFORNIA	1,243.59
78787	/2014 12:00:(	PRINTED	6350	WEST KERN WATER DISTRICT	188.75
78788	/2014 12:00:(	PRINTED	6399	WESTSIDE WASTE	27,883.00
78789	/2014 12:00:(	PRINTED	6593	XLDENT	40.00
78790	/2014 12:00:(	PRINTED	6770	Z.A.P.	512.86
107 Checks				Cash Account Total:	577,639.27

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

5:27 pm
 Wednesday, 19 November

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
40 - A.P.I. PLUMBING		442493	INV	4 12:00:00AM	\$20.94	78684	ADM-MIPS/90'S/BALLS/PVC	10416 06200
40 - A.P.I. PLUMBING		442500	INV	4 12:00:00AM	\$55.86	78684	ADM-UNIONS/NIPPLES/GLUE/COLLARS/90'S	10416 06201
40 - A.P.I. PLUMBING		442478	INV	4 12:00:00AM	\$225.75	78684	MCCF- DIELECTRC UNIONS/PIPE	51451 05000
47 - ACCAP		111914	INV	4 12:00:00AM	\$175.00	78685	CCF,PD-ACCAP CONFERENCE 2015	10421 02000
47 - ACCAP		111914	INV	4 12:00:00AM	\$175.00	78685	CCF,PD-ACCAP CONFERENCE 2015	51451 02000
119 - ADORAMA		15841010	INV	4 12:00:00AM	-\$10.23	78686	MCCF-NIK P SFTY TST E/L	51000 00205
119 - ADORAMA		15860799	INV	4 12:00:00AM	-\$1.22	78686	MCCF- SIRCHIR NARK II	51000 00205
119 - ADORAMA		15860799	INV	4 12:00:00AM	\$17.47	78686	MCCF- SIRCHIR NARK II	51451 06730
119 - ADORAMA		15841010	INV	4 12:00:00AM	\$146.62	78686	MCCF-NIK P SFTY TST E/L	51451 06730
12845 - ERIC ALVAREZ		111014	INV	4 12:00:00AM	\$38.50	78687	FIN-REFUND ON ALCOHOL PERMIT# 2014-77	78000 00229
300 - ARAMARK CORP.		3838002055	INV	4 12:00:00AM	\$72.94	78688	PD-11/06/14 POLICE DEPT MEALS	10421 09000
300 - ARAMARK CORP.		3838002054	INV	4 12:00:00AM	\$19,907.25	78688	MCCF- 10/30/14-11/5/14 INMT MLS	51451 03020
300 - ARAMARK CORP.		3838002056	INV	4 12:00:00AM	\$19,928.84	78688	MCCF- 11/6/14-11/12/14 INMT MLS	51451 03020
370 - AUSTINS PEST CONTROL		111714	INV	4 12:00:00AM	\$30.00	78689	CVC-11/17 MONTHLY PEST CONTROL	10416 05000
370 - AUSTINS PEST CONTROL		111314MCCF	INV	4 12:00:00AM	\$90.00	78689	MCCF- 11/13/14 BIWKLY PST CNTRL	51451 05000
626 - BEST ROADSIDE SERVICE, LLC		4	INV	4 12:00:00AM	\$109.00	78690	CCF,PLG,PD,ST-ROADSIDE 1 YRx8 CARS	10415 04200
626 - BEST ROADSIDE SERVICE, LLC		4	INV	4 12:00:00AM	\$109.00	78690	CCF,PLG,PD,ST-ROADSIDE 1 YRx8 CARS	10424 04200
626 - BEST ROADSIDE SERVICE, LLC		4	INV	4 12:00:00AM	\$218.00	78690	CCF,PLG,PD,ST-ROADSIDE 1 YRx8 CARS	51451 04200
626 - BEST ROADSIDE SERVICE, LLC		4	INV	4 12:00:00AM	\$436.00	78690	CCF,PLG,PD,ST-ROADSIDE 1 YRx8 CARS	10421 04200
669 - BOB BARKER COMPANY, INC.		UT1000329762	INV	4 12:00:00AM	\$17.74	78691	MCCF-GRY TB SCKS	51451 08000
669 - BOB BARKER COMPANY, INC.		UT1000329695	INV	4 12:00:00AM	\$37.63	78691	MCCF-MTRSS/ZPLC BGGs	51451 06900
669 - BOB BARKER COMPANY, INC.		UT1000329642	INV	4 12:00:00AM	\$186.74	78691	MCCF- ORNG SWTSHRTS/BXRS	51451 06900
669 - BOB BARKER COMPANY, INC.		UT1000329144	INV	4 12:00:00AM	\$212.85	78691	MCCF- FLXFT CAPS/EMBRDRY	51451 01500

5:27 pm

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

Wednesday, 19 Novembe

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
669 - BOB BARKER COMPANY, INC.		UT1000330154	INV	4 12:00:00AM	\$275.20	78691	MCCF-JCKTS	51451 08000
669 - BOB BARKER COMPANY, INC.		UT1000325963	INV	4 12:00:00AM	\$384.85	78691	MCCF- TFT PLC PTCH	51451 01500
669 - BOB BARKER COMPANY, INC.		UT1000330863	INV	4 12:00:00AM	\$391.30	78691	MCCF-TSHRTS	51451 08000
669 - BOB BARKER COMPANY, INC.		UT1000329642	INV	4 12:00:00AM	\$541.26	78691	MCCF- ORNG SWTSHRTS/BXRS	51451 08000
669 - BOB BARKER COMPANY, INC.		UT1000329642	INV	4 12:00:00AM	\$565.48	78691	MCCF- ORNG SWTSHRTS/BXRS	51451 06750
669 - BOB BARKER COMPANY, INC.		UT1000330268	INV	4 12:00:00AM	\$585.66	78691	MCCF-BLU DNM JNS	51451 08000
669 - BOB BARKER COMPANY, INC.		UT1000329695	INV	4 12:00:00AM	\$619.20	78691	MCCF-MTRSS/ZPLC BGGs	51451 06750
669 - BOB BARKER COMPANY, INC.		UT1000330165	INV	4 12:00:00AM	\$3,870.00	78691	MCCF-PWDR FREE BLK GLVS	51451 06600
711 - BRENNTAG PACIFIC,INC		BPI470246	INV	4 12:00:00AM	\$2,574.51	78692	FEDWWTP-SODIUM BISULFITE	58458 06250
715 - BRIGHT HOUSE NETWORKS		0045166-1114	INV	4 12:00:00AM	\$70.14	78693	ST,GAR,TRN-11/14 INTERNET SERVICE	62462 02200
715 - BRIGHT HOUSE NETWORKS		0045166-1114	INV	4 12:00:00AM	\$70.15	78693	ST,GAR,TRN-11/14 INTERNET SERVICE	10433 02200
715 - BRIGHT HOUSE NETWORKS		0045166-1114	INV	4 12:00:00AM	\$70.15	78693	ST,GAR,TRN-11/14 INTERNET SERVICE	59459 02200
715 - BRIGHT HOUSE NETWORKS		0407724-1114	INV	4 12:00:00AM	\$210.02	78694	PD-11/14 INTERNET SERVICE	10421 02200
745 - BROUGH CONSTRUCTION		140241	INV	4 12:00:00AM	\$17,316.00	78695	FEDWWTP-EMERGENCY LEAK REPAIR	58558 16015
738 - BROWN & REICH PETROLEUM INC.		14521	INV	4 12:00:00AM	\$25.94	78696	PLG,ADM,ST,GAR,TRN-10/15-10/31/14 FUEL USE	10415 04250
738 - BROWN & REICH PETROLEUM INC.		14523	INV	4 12:00:00AM	\$58.16	78696	PD,AC,CD-10/15-10/31/14 FUEL USE	10425 04250
738 - BROWN & REICH PETROLEUM INC.		14522	INV	4 12:00:00AM	\$99.01	78696	MCCF-10/15-10/31/14 FUEL USE	51451 04250
738 - BROWN & REICH PETROLEUM INC.		14521	INV	4 12:00:00AM	\$111.31	78696	PLG,ADM,ST,GAR,TRN-10/15-10/31/14 FUEL USE	59459 04250
738 - BROWN & REICH PETROLEUM INC.		14523	INV	4 12:00:00AM	\$130.89	78696	PD,AC,CD-10/15-10/31/14 FUEL USE	10431 04250
738 - BROWN & REICH PETROLEUM INC.		14521	INV	4 12:00:00AM	\$201.64	78696	PLG,ADM,ST,GAR,TRN-10/15-10/31/14 FUEL USE	10416 04250
738 - BROWN & REICH PETROLEUM INC.		14520	INV	4 12:00:00AM	\$231.70	78696	ST-10/15-10/31/14 FUEL USE	10433 04250
738 - BROWN & REICH PETROLEUM INC.		14521	INV	4 12:00:00AM	\$820.64	78696	PLG,ADM,ST,GAR,TRN-10/15-10/31/14 FUEL USE	10433 04250
738 - BROWN & REICH PETROLEUM INC.		14523	INV	4 12:00:00AM	\$1,525.01	78696	PD,AC,CD-10/15-10/31/14 FUEL USE	10421 04250

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

5:27 pm
Wednesday, 19 November

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
738 - BROWN & REICH PETROLEUM INC.		11170632	INV	4 12:00:00AM	\$2,238.25	78696	ST-CLR BULK DSL	10433 04250
738 - BROWN & REICH PETROLEUM INC.		14521	INV	4 12:00:00AM	\$2,915.68	78696	PLG,ADM,ST,GAR,TRN-10/15-10/31/14 FUEL USE	62462 04250
1359 - STATE OF CALIFORNIA		10/2014	INV	4 12:00:00AM	\$240.00	78697	EZ-10/14 G-TEDA MONTHLY REPORT	10322 00002
915 - CARQUEST AUTO PARTS		7305-170014	INV	4 12:00:00AM	\$3.52	78698	ME-29 OIL FILTER	10433 04200
915 - CARQUEST AUTO PARTS		7305-170019	INV	4 12:00:00AM	\$4.41	78698	ME-29-HYD FILTER	10433 04200
915 - CARQUEST AUTO PARTS		7305-170064	INV	4 12:00:00AM	\$8.41	78698	P-46 REFILL	10421 04200
915 - CARQUEST AUTO PARTS		7305-170505	INV	4 12:00:00AM	\$9.91	78698	M-24 REFILL	10433 04200
915 - CARQUEST AUTO PARTS		7305-170504	INV	4 12:00:00AM	\$11.28	78698	P-46 XTRAVISION BULB	10421 04200
915 - CARQUEST AUTO PARTS		7305-170482	INV	4 12:00:00AM	\$12.22	78698	M-37 - OIL/AIR FILTER	10433 04200
915 - CARQUEST AUTO PARTS		7305-170118	INV	4 12:00:00AM	\$12.52	78698	T-21 OIL/AIR FILTER	62462 04200
915 - CARQUEST AUTO PARTS		7305-170063	INV	4 12:00:00AM	\$12.52	78698	T-22 OIL/AIR FILTER	62462 04200
915 - CARQUEST AUTO PARTS		7305-170236	INV	4 12:00:00AM	\$13.60	78698	GAR-DUAL HEAD AIR CHUCK/COUPLER PLUG	59459 06200
915 - CARQUEST AUTO PARTS		7305-170062	INV	4 12:00:00AM	\$15.83	78698	P-26 REFILL/OIL/AIR FILTER	10421 04200
915 - CARQUEST AUTO PARTS		7305-170087	INV	4 12:00:00AM	\$16.25	78698	M-24 SWITCH-ROCKER	10433 04200
915 - CARQUEST AUTO PARTS		7305-170480	INV	4 12:00:00AM	\$16.44	78698	P-49 OIL/FILTER/WIPER REFILL	10421 04200
915 - CARQUEST AUTO PARTS		7305-170187	INV	4 12:00:00AM	\$32.56	78698	P-31 OIL/AIR FILTER	10421 04200
915 - CARQUEST AUTO PARTS		7305-170485	INV	4 12:00:00AM	\$32.78	78698	GAR-SILENCER BAND	59459 06200
915 - CARQUEST AUTO PARTS		7305-170017	INV	4 12:00:00AM	\$35.07	78698	ME-29 AIR FILTER	10433 04200
915 - CARQUEST AUTO PARTS		7305-170483	INV	4 12:00:00AM	\$36.78	78698	T-17-WIPER BLADE	62462 04200
915 - CARQUEST AUTO PARTS		7305-170138	INV	4 12:00:00AM	\$46.39	78698	T-21 IDLER ARM	62462 04200
915 - CARQUEST AUTO PARTS		7305-170495	INV	4 12:00:00AM	\$48.81	78698	P-58 OIL/AIR FILTER/WIPER BLADES	10421 04200
915 - CARQUEST AUTO PARTS		7305-170484	INV	4 12:00:00AM	\$49.22	78698	T-15 OIL/AIR FILTER/WIPER	62462 04200
915 - CARQUEST AUTO PARTS		7305-170139	INV	4 12:00:00AM	\$83.84	78698	T-21 IDLER ARM BRACKET	62462 04200

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
1053 - CAVES & ASSOCIATES		14-321	INV	4 12:00:00AM	\$861.87	78699	CTY ATT-MILEAGE	10414 03001
1017 - CLEAN SOURCE		5122563-01	INV	4 12:00:00AM	\$11.80	78700	MCCF-FLR BROOM	51451 06600
1017 - CLEAN SOURCE		5122050-01	INV	4 12:00:00AM	\$149.97	78700	MCCF-LNRS	51451 06600
1017 - CLEAN SOURCE		5122050-00	INV	4 12:00:00AM	\$615.01	78700	MCCF-TSSUE/SPNG SCRIB/TWLS	51451 06600
1017 - CLEAN SOURCE		5122563-00	INV	4 12:00:00AM	\$1,049.92	78700	MCCF- TSSUE/BLCH/TWLS	51451 06600
1017 - CLEAN SOURCE		5120832-00	INV	4 12:00:00AM	\$1,190.31	78700	MCCF-TSSUE/LNRS/TWLS	51451 06600
1028 - CLEROU TIRE COMPANY, INC.		T28072	INV	4 12:00:00AM	\$235.68	78701	P-49 P235/55R17 EAGLE	10421 04200
1028 - CLEROU TIRE COMPANY, INC.		T28073	INV	4 12:00:00AM	\$390.78	78701	P-26 P225/60R16 EAG	10421 04200
12753 - CONTROL FIRE PROTECTION		1111014	INV	4 12:00:00AM	\$242.50	78702	FIN-REFUND OVRPMNT ON BUS LIC	78000 00229
1035 - COOPER'S TRUE VALUE HOME CENTER		321169	INV	4 12:00:00AM	\$2.14	78703	ST-GALV CAP	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		322040	INV	4 12:00:00AM	\$5.35	78703	ST-MISC/ROPE	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		321221	INV	4 12:00:00AM	\$8.56	78703	MCCF- SNGL CUT KY	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		321604	INV	4 12:00:00AM	\$8.59	78703	ST-AERO CLEAN SYSTEM	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		320817	INV	4 12:00:00AM	\$10.83	78703	ST-MINI ROLL/FRAME/TRAY LINER/PAINT TRA	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		320276	INV	4 12:00:00AM	\$12.88	78703	ST-INV STRIP PAINT, DUCT TAPE	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		321653	INV	4 12:00:00AM	\$12.89	78703	CVC-HANDY PAINT PAIL	10416 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		321923	INV	4 12:00:00AM	\$13.95	78703	ST-CLR ED HALOBULB	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		321367	INV	4 12:00:00AM	\$14.39	78703	ST-NUTS & BOLTS/COIL CHAIN	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		322015	INV	4 12:00:00AM	\$15.99	78703	209 E. WARREN-PRIMER/HOT BLUE/PVC CAP	10376 00007
1035 - COOPER'S TRUE VALUE HOME CENTER		321639	INV	4 12:00:00AM	\$17.18	78703	CVC-GRY VERT FLIP COVER	10416 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		320636	INV	4 12:00:00AM	\$18.26	78703	ST-WHT HD GFCI OUTLET	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		322083	INV	4 12:00:00AM	\$20.91	78703	GAR-ELEC TAPE/CLN BRUSH	59459 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		321265	INV	4 12:00:00AM	\$21.26	78703	ST-STRIPPER CUTTER/ADJUST-A-STRIKE	10433 06200

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
1035 - COOPER'S TRUE VALUE HOME CENTER		320823	INV	4 12:00:00AM	\$25.66	78703	ST-TWIST EXT POLE/TRAY SET/PAINT PADDLE	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		320705	INV	4 12:00:00AM	\$26.42	78703	ST-UNIV PIN PADLOCK	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		321856	INV	4 12:00:00AM	\$28.12	78703	CVC-PRECISION DUSTER/PENETRANT SPRAY	10416 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		321621	INV	4 12:00:00AM	\$31.16	78703	CVC-PLAS PIPE HAND SAW	10416 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		320434	INV	4 12:00:00AM	\$31.35	78703	ST-BATTERY/OUTLET/NUTS & BOLTS	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		321548	INV	4 12:00:00AM	\$33.30	78703	ST-HAMM BIT/NUTDRIVER/NUTS & BOLTS	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		321852	INV	4 12:00:00AM	\$40.05	78703	CVC-KNIT RAG/TAP WRENCH/STAIN REMOVEF	10416 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		321184	INV	4 12:00:00AM	\$40.83	78703	ST-GAS CAN/BAR & CHAIN OIL	10433 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		321337	INV	4 12:00:00AM	\$45.14	78703	CVC-FORSTNER BIT	10416 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		321076	INV	4 12:00:00AM	\$48.97	78703	TRN-BIT SET/TRUFLATE VALUE PACK/NUTS &	62462 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		321467	INV	4 12:00:00AM	\$54.32	78703	CVC-FAST SET CONCRETE/BUNGEE CORD/TAP	10416 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		322489	INV	4 12:00:00AM	\$60.17	78703	MCCF-WALBRD ANC KIT NYLN	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		321637	INV	4 12:00:00AM	\$63.94	78703	ST-SATPASTEL BASE/RECOVERY FEE	10433 06201
1035 - COOPER'S TRUE VALUE HOME CENTER		322424	INV	4 12:00:00AM	\$71.40	78703	MCCF- LIQ NLS/ADHSV	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		320674	INV	4 12:00:00AM	\$75.04	78703	TRN-NUTS & BOLTS	62462 06200
1035 - COOPER'S TRUE VALUE HOME CENTER		322407	INV	4 12:00:00AM	\$80.04	78703	MCCF-SLV DCT TP/HX RD CLKR	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		321638	INV	4 12:00:00AM	\$92.26	78703	CVC-BASE PAINT/PASTEL BASE/TAPE/VELCRO	10416 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		322279	INV	4 12:00:00AM	\$96.62	78703	MCCF- SPRY PNT	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		322384	INV	4 12:00:00AM	\$108.50	78703	MCCF-WDG ANCHR/T25 5#M	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		321282	INV	4 12:00:00AM	\$108.59	78703	MCCF-ENML/RBBN	51451 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		321465	INV	4 12:00:00AM	\$129.97	78703	CVC-UNIV PIN/ONG SHK/KEY HOLDER/NUTS &	10416 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		321322	INV	4 12:00:00AM	\$217.58	78703	CVC-ICE HOLE SAW KIT/CLAMP/SPREADER/BL	10416 05000
1035 - COOPER'S TRUE VALUE HOME CENTER		319276	INV	4 12:00:00AM	\$359.25	78703	MCCF- STNCL ST/PRTBL ORGNZR	51451 05000

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
1035 - COOPER'S TRUE VALUE HOME CENTER		316241	INV	4 12:00:00AM	\$396.86	78703	MCCF- PSTL BSE/PLYWD/CLR CLNR	51451 05000
1117 - CORELOGIC INFORMATION SOLUTIONS, INC.		81313776	INV	4 12:00:00AM	\$10.00	78704	ADM-REAL QUEST	10413 06000
1113 - COTA COLE LLP		19189	INV	4 12:00:00AM	\$183.95	78705	CTY ATT-SIERRA CLUB V TAFT	10414 03029
1113 - COTA COLE LLP		19192	INV	4 12:00:00AM	\$1,143.15	78705	CTY ATT-M WLLMS CLLCTION OF DEED TRUST	10414 10002
1113 - COTA COLE LLP		19190	INV	4 12:00:00AM	\$2,497.00	78705	CTY ATT-DEP OF CRRCTNS & REHAB ADV	10414 03004
1113 - COTA COLE LLP		19191	INV	4 12:00:00AM	\$8,121.48	78705	CTY- ATT-PROF SERVICES	10414 03000
1114 - COUNTRY AUTO & TRUCK TAFT		559906	INV	4 12:00:00AM	\$6.12	78706	M-24 TOGGLE 50A CHROME	10433 04200
1114 - COUNTRY AUTO & TRUCK TAFT		559917	INV	4 12:00:00AM	\$126.27	78706	T-21 DISC PAD	62462 04200
1114 - COUNTRY AUTO & TRUCK TAFT		560236	INV	4 12:00:00AM	\$227.15	78706	T-22 DISC PAD	62462 04200
1363 - DEPARTMENT OF JUSTICE		068080	INV	4 12:00:00AM	\$49.00	78707	PD-FNGRPRNTS	10421 09500
1363 - DEPARTMENT OF JUSTICE		063476	INV	4 12:00:00AM	\$64.00	78707	PD,MCCF,PRNL-FINGERPRINTS	10420 02500
1363 - DEPARTMENT OF JUSTICE		063476	INV	4 12:00:00AM	\$64.00	78707	PD,MCCF,PRNL-FINGERPRINTS	10421 09500
1363 - DEPARTMENT OF JUSTICE		063476	INV	4 12:00:00AM	\$100.00	78707	PD,MCCF,PRNL-FINGERPRINTS	51451 03070
1363 - DEPARTMENT OF JUSTICE		063476	INV	4 12:00:00AM	\$753.00	78707	PD,MCCF,PRNL-FINGERPRINTS	78000 00330
1379 - DEVON'S BODY SHOP		013856	INV	4 12:00:00AM	\$115.00	78708	MCCF-TOW FRD F350	51451 04201
1445 - DOD CONSTRUCTION		103114	INV	4 12:00:00AM	\$139,127.50	78709	ST-DEMOLITION / STREET REPAIRS	10733 00025
1647 - ECOLAB		93614422	INV	4 12:00:00AM	\$85.64	78710	MCCF-SNTZR TST STRPS	51451 06600
12461 - ELLIOTT, DEBRA		111714	INV	4 12:00:00AM	\$35.00	78711	ADM-PER DIEM-COLA AWARDS/BEVERLY HILL	10413 09500
12461 - ELLIOTT, DEBRA		111414	INV	4 12:00:00AM	\$52.53	78711	ADM-FUEL/PRKNG REIMBURSEMENT	10413 09500
1699 - EMBLEM ENTERPRISES, INC.		598001	INV	4 12:00:00AM	\$1,304.98	78712	MCCF-TFT PLC PATCH	51451 01500
1707 - EMPLOYMENT DEVELOPMENT DEPT.		L0608432448	INV	4 12:00:00AM	\$1,728.00	78713	PD-SUMMARY OF LIABILITY ACCOUNT	10421 07500
1805 - EXCELLENT FIRE		31474	INV	4 12:00:00AM	\$279.46	78714	TRN-ORING/NECK RING/JAZMAT LABEL/HAZM	62462 04200
1830 - FASTENAL		CATAF25387	INV	4 12:00:00AM	\$90.07	78715	MCCF-3.0 BLK XL	51451 05000

**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
1830 - FASTENAL		CATAF25313	INV	4 12:00:00AM	\$49.47	78716	ST-FIRST AID KIT	10433 06200
1830 - FASTENAL		CATAF25212	INV	4 12:00:00AM	\$172.60	78716	GAR-WASHERS/SCREWS/LOCK NUT	59459 06200
1845 - FEDERAL EXPRESS CORP		2-838-05253	INV	4 12:00:00AM	\$43.19	78717	BLD-POSTAGE	10424 06500
1821 - FIA CARD SERVICES		3707-NOV14	INV	4 12:00:00AM	\$178.58	78718	3703-MAYFIELD-MEALS FOR COUNCIL	10411 09500
1821 - FIA CARD SERVICES		8859-NOV14	INV	4 12:00:00AM	\$197.00	78719	8859-ELLIOTT-PLATES/GLASSES/SILVERWARE/	10420 02625
1821 - FIA CARD SERVICES		4669-NOV14	INV	4 12:00:00AM	\$275.41	78720	4669-TELLIS-LODGING	10424 02000
1821 - FIA CARD SERVICES		4442-NOV14	INV	4 12:00:00AM	\$70.92	78721	4442-CITY-POWER BANK/USB ADT	58458 06000
1821 - FIA CARD SERVICES		4442-NOV14	INV	4 12:00:00AM	\$300.00	78721	4442-CITY-POWER BANK/USB ADT	78000 00229
1821 - FIA CARD SERVICES		9012-NOV14	INV	4 12:00:00AM	\$75.24	78722	9012-BOYER-TRAINING/COPIER/SHIRTS	10420 04150
1821 - FIA CARD SERVICES		9012-NOV14	INV	4 12:00:00AM	\$237.00	78722	9012-BOYER-TRAINING/COPIER/SHIRTS	10420 02000
1821 - FIA CARD SERVICES		9012-NOV14	INV	4 12:00:00AM	\$263.55	78722	9012-BOYER-TRAINING/COPIER/SHIRTS	62462 01500
1821 - FIA CARD SERVICES		4459-NOV14	INV	4 12:00:00AM	\$683.78	78723	4459-COUNCIL-TRAINING & FUEL USE	10421 02000
1821 - FIA CARD SERVICES		2510-NOV14	INV	4 12:00:00AM	\$8.60	78724	2510-WHITING-GUN/FOOD/CLNING PRDCTS	10421 06000
1821 - FIA CARD SERVICES		2510-NOV14	INV	4 12:00:00AM	\$64.72	78724	2510-WHITING-GUN/FOOD/CLNING PRDCTS	10431 06000
1821 - FIA CARD SERVICES		2510-NOV14	INV	4 12:00:00AM	\$757.32	78724	2510-WHITING-GUN/FOOD/CLNING PRDCTS	10421 09500
1821 - FIA CARD SERVICES		2510-NOV14	INV	4 12:00:00AM	\$1,343.75	78724	2510-WHITING-GUN/FOOD/CLNING PRDCTS	51451 06730
1821 - FIA CARD SERVICES		2596-NOV14	INV	4 12:00:00AM	\$20.00	78725	2596-JONES-FENCING/FOOD/FUEL	10413 04200
1821 - FIA CARD SERVICES		2596-NOV14	INV	4 12:00:00AM	\$30.77	78725	2596-JONES-FENCING/FOOD/FUEL	60460 09550
1821 - FIA CARD SERVICES		2596-NOV14	INV	4 12:00:00AM	\$60.84	78725	2596-JONES-FENCING/FOOD/FUEL	10433 09500
1821 - FIA CARD SERVICES		2596-NOV14	INV	4 12:00:00AM	\$66.05	78725	2596-JONES-FENCING/FOOD/FUEL	10413 09500
1821 - FIA CARD SERVICES		2596-NOV14	INV	4 12:00:00AM	\$182.32	78725	2596-JONES-FENCING/FOOD/FUEL	51451 06200
1821 - FIA CARD SERVICES		2596-NOV14	INV	4 12:00:00AM	\$2,084.72	78725	2596-JONES-FENCING/FOOD/FUEL	51451 05000
1821 - FIA CARD SERVICES		3041-NOV14	INV	4 12:00:00AM	\$5.82	78726	3041-HOLT-SAW/POSTAGE/WLDNG/FCTS	51451 06200

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
1821 - FIA CARD SERVICES		3041-NOV14	INV	4 12:00:00AM	\$12.89	78726	3041-HOLT-SAW/POSTAGE/WLDNG/FCTS	53453 10025
1821 - FIA CARD SERVICES		3041-NOV14	INV	4 12:00:00AM	\$15.87	78726	3041-HOLT-SAW/POSTAGE/WLDNG/FCTS	51451 06500
1821 - FIA CARD SERVICES		3041-NOV14	INV	4 12:00:00AM	\$99.41	78726	3041-HOLT-SAW/POSTAGE/WLDNG/FCTS	53453 10030
1821 - FIA CARD SERVICES		3041-NOV14	INV	4 12:00:00AM	\$105.21	78726	3041-HOLT-SAW/POSTAGE/WLDNG/FCTS	53453 10011
1821 - FIA CARD SERVICES		3041-NOV14	INV	4 12:00:00AM	\$980.00	78726	3041-HOLT-SAW/POSTAGE/WLDNG/FCTS	51451 10036
1821 - FIA CARD SERVICES		3041-NOV14	INV	4 12:00:00AM	\$1,031.86	78726	3041-HOLT-SAW/POSTAGE/WLDNG/FCTS	51451 06950
1821 - FIA CARD SERVICES		3041-NOV14	INV	4 12:00:00AM	\$1,752.90	78726	3041-HOLT-SAW/POSTAGE/WLDNG/FCTS	51451 05000
1821 - FIA CARD SERVICES		3041-NOV14	INV	4 12:00:00AM	\$1,865.76	78726	3041-HOLT-SAW/POSTAGE/WLDNG/FCTS	53453 06002
1821 - FIA CARD SERVICES		3824-NOV14	INV	4 12:00:00AM	\$4.98	78727	3824-BINKLEY-KERN DATA/HP SERVER/TRAINI	51451 06000
1821 - FIA CARD SERVICES		3824-NOV14	INV	4 12:00:00AM	\$28.43	78727	3824-BINKLEY-KERN DATA/HP SERVER/TRAINI	10419 06000
1821 - FIA CARD SERVICES		3824-NOV14	INV	4 12:00:00AM	\$40.00	78727	3824-BINKLEY-KERN DATA/HP SERVER/TRAINI	10413 04150
1821 - FIA CARD SERVICES		3824-NOV14	INV	4 12:00:00AM	\$40.00	78727	3824-BINKLEY-KERN DATA/HP SERVER/TRAINI	10415 04150
1821 - FIA CARD SERVICES		3824-NOV14	INV	4 12:00:00AM	\$40.00	78727	3824-BINKLEY-KERN DATA/HP SERVER/TRAINI	40440 04150
1821 - FIA CARD SERVICES		3824-NOV14	INV	4 12:00:00AM	\$112.13	78727	3824-BINKLEY-KERN DATA/HP SERVER/TRAINI	51451 04150
1821 - FIA CARD SERVICES		3824-NOV14	INV	4 12:00:00AM	\$760.16	78727	3824-BINKLEY-KERN DATA/HP SERVER/TRAINI	10421 02000
1821 - FIA CARD SERVICES		3824-NOV14	INV	4 12:00:00AM	\$1,038.23	78727	3824-BINKLEY-KERN DATA/HP SERVER/TRAINI	10419 02000
1821 - FIA CARD SERVICES		3824-NOV14	INV	4 12:00:00AM	\$7,172.07	78727	3824-BINKLEY-KERN DATA/HP SERVER/TRAINI	10521 10004
1898 - FIRST CHOICE SERVICE		868555	INV	4 12:00:00AM	\$51.28	78728	TRN,GAR,ST-11/12/14 CFFEE SRVCS	10433 06000
1898 - FIRST CHOICE SERVICE		868555	INV	4 12:00:00AM	\$51.28	78728	TRN,GAR,ST-11/12/14 CFFEE SRVCS	59459 06000
1898 - FIRST CHOICE SERVICE		868555	INV	4 12:00:00AM	\$51.30	78728	TRN,GAR,ST-11/12/14 CFFEE SRVCS	62462 06000
1898 - FIRST CHOICE SERVICE		868556	INV	4 12:00:00AM	\$147.08	78728	PD-11/12/14 CFFEE SRVCS	10421 06000
12290 - FLOYD, STEVEN		111014	INV	4 12:00:00AM	\$48.90	78729	CCF-EXP CLAIM-WESTEC TRAINING/SHAFTER	51451 02000
12808 - FLUID RESOURCE MANAGEMENT		CI1954	INV	4 12:00:00AM	\$17,293.50	78730	FEDWWTP-CITY OF TAFT SCADA SYSTEM	58558 16015

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

5:27 pm
 Wednesday, 19 November

Vendor Number	Vendor Name	Invoice Number	Type	Warrant Date	Invoice Amount	Check Number	Expenditure Description	Account Number
2040 - GENERAL OFFICE		8213	INV	4 12:00:00AM	\$0.29	78731	ADM,FIN-COLOR PRNTS/FIN COPIER	10415 06000
2040 - GENERAL OFFICE		8213	INV	4 12:00:00AM	\$0.35	78731	ADM,FIN-COLOR PRNTS/FIN COPIER	10412 06000
2040 - GENERAL OFFICE		8213	INV	4 12:00:00AM	\$0.41	78731	ADM,FIN-COLOR PRNTS/FIN COPIER	10432 06200
2040 - GENERAL OFFICE		8213	INV	4 12:00:00AM	\$0.49	78731	ADM,FIN-COLOR PRNTS/FIN COPIER	10433 06000
2040 - GENERAL OFFICE		8213	INV	4 12:00:00AM	\$0.61	78731	ADM,FIN-COLOR PRNTS/FIN COPIER	62462 06000
2040 - GENERAL OFFICE		8213	INV	4 12:00:00AM	\$1.15	78731	ADM,FIN-COLOR PRNTS/FIN COPIER	70470 06000
2040 - GENERAL OFFICE		8213	INV	4 12:00:00AM	\$1.16	78731	ADM,FIN-COLOR PRNTS/FIN COPIER	58458 06000
2040 - GENERAL OFFICE		8213	INV	4 12:00:00AM	\$1.16	78731	ADM,FIN-COLOR PRNTS/FIN COPIER	60460 06000
2040 - GENERAL OFFICE		8213	INV	4 12:00:00AM	\$1.25	78731	ADM,FIN-COLOR PRNTS/FIN COPIER	10418 06000
2040 - GENERAL OFFICE		8213	INV	4 12:00:00AM	\$1.27	78731	ADM,FIN-COLOR PRNTS/FIN COPIER	67467 06000
2040 - GENERAL OFFICE		8213	INV	4 12:00:00AM	\$1.28	78731	ADM,FIN-COLOR PRNTS/FIN COPIER	61461 06000
2040 - GENERAL OFFICE		8213	INV	4 12:00:00AM	\$1.44	78731	ADM,FIN-COLOR PRNTS/FIN COPIER	65465 06000
2040 - GENERAL OFFICE		8213	INV	4 12:00:00AM	\$4.07	78731	ADM,FIN-COLOR PRNTS/FIN COPIER	10420 06000
2040 - GENERAL OFFICE		8213	INV	4 12:00:00AM	\$10.97	78731	ADM,FIN-COLOR PRNTS/FIN COPIER	10413 06000
2040 - GENERAL OFFICE		8213	INV	4 12:00:00AM	\$11.19	78731	ADM,FIN-COLOR PRNTS/FIN COPIER	10427 06000
2040 - GENERAL OFFICE		8213	INV	4 12:00:00AM	\$43.69	78731	ADM,FIN-COLOR PRNTS/FIN COPIER	10419 06000
2040 - GENERAL OFFICE		8178	INV	4 12:00:00AM	\$47.98	78731	MCCF-STPL TYP T	51451 06000
2040 - GENERAL OFFICE		8112	INV	4 12:00:00AM	\$69.88	78731	MCCF-STPL RFL	51451 06000
2040 - GENERAL OFFICE		8108	INV	4 12:00:00AM	\$108.55	78731	MCCF-B/W COPIES, CLR COPIES	51451 06000
2095 - GRAINGER INDUSTRIAL AND COMMERCIAL		9567581575	INV	4 12:00:00AM	\$324.55	78732	MCCF-SDDL THRSHLD	51451 05000
2095 - GRAINGER INDUSTRIAL AND COMMERCIAL		9588656885	INV	4 12:00:00AM	\$1,721.84	78732	GAR-GP MTR/CS/TEFC/10 HP/1725 RPM, 215T	59459 05000
2178 - GRIFFITH, VINCENT		193	INV	4 12:00:00AM	\$300.00	78733	CC-10/07/14 COUNCIL MTG FILMING	10411 03001
2223 - HAAKER EQUIPMENT COMPANY		C08029	INV	4 12:00:00AM	\$230.20	78734	MS3- SUSPENSION SPRING	61461 04200

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
2268 - HdL, COREN & CONE		0020951-IN	INV	4 12:00:00AM	\$1,750.00	78735	FIN-OCT-DEC/14 CNTRCT SRVCS PRPTY TAX	10419 03001
2267 - HELT ENGINEERING, INC.		14-457	INV	4 12:00:00AM	\$172.50	78736	ST-CNTR ST RCONSTRCTN	10733 00021
2267 - HELT ENGINEERING, INC.		14-454	INV	4 12:00:00AM	\$235.00	78736	ST-CMAQ BUS SHELTERS	10733 00121
2267 - HELT ENGINEERING, INC.		14-459	INV	4 12:00:00AM	\$485.00	78736	ENG-PLAN CHECK-LLA 2014-03	10432 03000
2267 - HELT ENGINEERING, INC.		14-460	INV	4 12:00:00AM	\$782.50	78736	ENG-TACO BELL GRADING PLAN	10432 03000
2267 - HELT ENGINEERING, INC.		14-458	INV	4 12:00:00AM	\$4,772.50	78736	ST-RAILS TO TRAILS PHASE IV	10733 00017
2267 - HELT ENGINEERING, INC.		14-456	INV	4 12:00:00AM	\$4,863.75	78736	ST-TEA HILLRD ST PATH (R2T EXT)	10733 00020
2267 - HELT ENGINEERING, INC.		14-455	INV	4 12:00:00AM	\$6,322.50	78736	ST-FED SAFE RTS TO SCHOOL CYCLE 3	10733 00025
2429 - INDUSTRIAL SOLUTIONS CHEMICAL CORP		3	INV	4 12:00:00AM	\$310.74	78737	MCCF-ULT HGH HEAT 55LB CNTR	51451 05000
12825 - JAS PACIFIC		PC4316	INV	4 12:00:00AM	\$657.12	78738	431 NORTH ST-PLAN CHECK	10424 03000
12825 - JAS PACIFIC		PC4349	INV	4 12:00:00AM	\$1,002.04	78738	MASTER PLAN 2220-PLAN CHECK	10424 03000
12825 - JAS PACIFIC		PC4334	INV	4 12:00:00AM	\$2,152.54	78738	TRACT 6382-DEL MAR/SANTA MARIA/MAGNOI	10424 03000
2623 - JIM BURKE FORD		1078532	INV	4 12:00:00AM	\$210.14	78739	CC-17 SENSOR	51451 04200
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV	4 12:00:00AM	\$20.29	78740	12/14 HEALTH INSURANCE PREMIUMS	67467 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV	4 12:00:00AM	\$81.17	78740	12/14 HEALTH INSURANCE PREMIUMS	10432 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV	4 12:00:00AM	\$81.17	78740	12/14 HEALTH INSURANCE PREMIUMS	70470 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV	4 12:00:00AM	\$142.05	78740	12/14 HEALTH INSURANCE PREMIUMS	58458 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV	4 12:00:00AM	\$162.35	78740	12/14 HEALTH INSURANCE PREMIUMS	10419 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV	4 12:00:00AM	\$162.35	78740	12/14 HEALTH INSURANCE PREMIUMS	60460 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV	4 12:00:00AM	\$180.53	78740	12/14 HEALTH INSURANCE PREMIUMS	10412 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV	4 12:00:00AM	\$198.63	78740	12/14 HEALTH INSURANCE PREMIUMS	10416 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV	4 12:00:00AM	\$397.25	78740	12/14 HEALTH INSURANCE PREMIUMS	59459 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV	4 12:00:00AM	\$405.87	78740	12/14 HEALTH INSURANCE PREMIUMS	10431 01445

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
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV 4	12:00:00AM	\$405.87	78740	12/14 HEALTH INSURANCE PREMIUMS	50450 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV 4	12:00:00AM	\$852.33	78740	12/14 HEALTH INSURANCE PREMIUMS	10415 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV 4	12:00:00AM	\$883.04	78740	12/14 HEALTH INSURANCE PREMIUMS	10427 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV 4	12:00:00AM	\$975.69	78740	12/14 HEALTH INSURANCE PREMIUMS	10413 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV 4	12:00:00AM	\$1,085.27	78740	12/14 HEALTH INSURANCE PREMIUMS	61461 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV 4	12:00:00AM	\$1,713.32	78740	12/14 HEALTH INSURANCE PREMIUMS	10420 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV 4	12:00:00AM	\$1,978.84	78740	12/14 HEALTH INSURANCE PREMIUMS	10000 00227
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV 4	12:00:00AM	\$2,315.34	78740	12/14 HEALTH INSURANCE PREMIUMS	62462 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV 4	12:00:00AM	\$2,403.88	78740	12/14 HEALTH INSURANCE PREMIUMS	10421 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV 4	12:00:00AM	\$5,175.63	78740	12/14 HEALTH INSURANCE PREMIUMS	10433 01445
2813 - KAISER FOUNDATION HEALTH PLAN INC.		DEC-2014	INV 4	12:00:00AM	\$20,502.31	78740	12/14 HEALTH INSURANCE PREMIUMS	51451 01445
1348 - DENNEY,JACKIE		2014-1129957	INV 4	12:00:00AM	\$7.06	78741	CVC-SECURED PROPERTY TAX	10416 07250
1348 - DENNEY,JACKIE		2014-1129976	INV 4	12:00:00AM	\$7.06	78741	CVC-SECURED PROPERTY TAX	10416 07250
1348 - DENNEY,JACKIE		2014-1130039	INV 4	12:00:00AM	\$7.40	78741	CVC-SECURED PROPERTY TAX	10416 07250
1348 - DENNEY,JACKIE		2014-1130488	INV 4	12:00:00AM	\$7.40	78741	CVC-SECURED PROPERTY TAX	10416 07250
1348 - DENNEY,JACKIE		2014-1155380	INV 4	12:00:00AM	\$7.85	78741	CVC-SECURED PROPERTY TAX	10416 07250
1348 - DENNEY,JACKIE		2014-1026881	INV 4	12:00:00AM	\$819.20	78741	725 SAN EMIDIO - ROBINSON PROPERTY TAX	40000 00232
12737 - KERN COUNTY ANIMAL CONTROL		24801	INV 4	12:00:00AM	\$30.00	78742	AC-KC DOG LIC-BOONE	78000 00229
12737 - KERN COUNTY ANIMAL CONTROL		24804	INV 4	12:00:00AM	\$120.00	78742	AC-KC DOG LIC-URIAS	78000 00229
2914 - KERN ELECTRIC DIST.		533085	INV 4	12:00:00AM	\$12.58	78743	CVC-P-MULTI PHOTOCCELL	10416 05000
2914 - KERN ELECTRIC DIST.		533083	INV 4	12:00:00AM	\$25.79	78743	CVC-HUBBELL QRTZ FLOO	10416 05000
2914 - KERN ELECTRIC DIST.		533084	INV 4	12:00:00AM	\$52.68	78743	CVC-400W MOG BS MH LAMP	10416 05000
2914 - KERN ELECTRIC DIST.		532884	INV 4	12:00:00AM	\$57.99	78743	CVC-LU100MED 100W HPS	10416 05000

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
2952 - KIMBALL MIDWEST		3870664	INV	4 12:00:00AM	\$138.68	78744	MCCF-7PC INVDR DRLL	51451 05000
2952 - KIMBALL MIDWEST		3874291	INV	4 12:00:00AM	\$694.45	78744	MCCF-BTN HD TRX S/SE/SEC	51451 05000
2946 - KIWANIS CLUB OF TAFT		15429	INV	4 12:00:00AM	\$52.50	78745	ADM- 10/14 LUNCHES	10413 02100
2946 - KIWANIS CLUB OF TAFT		15449	INV	4 12:00:00AM	\$52.50	78745	PD- 10/14 LUNCHES	10421 02100
2946 - KIWANIS CLUB OF TAFT		15410	INV	4 12:00:00AM	\$74.50	78745	PD- 09/14 LUNCHES/QTR MEMBERSHIP DUES	10421 02100
3125 - LAW OFFICES OF MARTIN D. KOCZANOWICZ		548	INV	4 12:00:00AM	\$40.00	78746	PRF EXP-10/31 PRFSSNAL SRVCS	67467 03000
3154 - LEXISNEXIS		1410509364	INV	4 12:00:00AM	\$170.00	78747	CCF-LENISNEXIS/RELATED CHARGES	51451 03000
3180 - LOWE'S COMPANIES, INC.		7159910-1114	INV	4 12:00:00AM	\$647.66	78748	CCF-MAX HMMR DRILL/31PC XACC/PLIERS/FO	51451 05000
3181 - LOWE, CHRISTY		111614	INV	4 12:00:00AM	\$35.00	78749	ADM-PER DIEM-COLA AWARDS/BEV HILLS	10413 09500
12771 - M.H. WOLFE AND ASSOCATES ENVIROMENTAL CONSULTING,		1219	INV	4 12:00:00AM	\$1,369.50	78750	ST-R2T-REVISE NES PER WO#07092014	10733 00017
3359 - MELO'S GAS & GEAR		01027277	INV	4 12:00:00AM	\$16.70	78751	MCCF-HGH PRSSR MED/MNTHLY CHRG	51451 05000
3398 - MISSION LINEN SUPPLY		320288412	INV	4 12:00:00AM	\$59.74	78752	CVC-TWLS/MATS	10416 06400
3398 - MISSION LINEN SUPPLY		320288415	INV	4 12:00:00AM	\$70.61	78752	CVC-TWLS/MATS/DUST MOP	10416 06400
3398 - MISSION LINEN SUPPLY		320288413	INV	4 12:00:00AM	\$82.83	78752	CVC-TWLS/MATS/DUST MOP	10416 06400
3678 - NATIONAL TOXICOLOGY		999401	INV	4 12:00:00AM	\$150.00	78753	MCCF-SBSTNC IDNTFACTNS	51451 06730
3790 - OFFICE DEPOT		738044578001	INV	4 12:00:00AM	\$51.45	78754	MCCF- SLF INKNG STMP/PAD	51451 06000
3790 - OFFICE DEPOT		739993723001	INV	4 12:00:00AM	\$83.15	78754	ADM,FIN,TRN-PAPER/WIPES/STPLS/FILES	62462 06000
3790 - OFFICE DEPOT		735293190001	INV	4 12:00:00AM	\$201.58	78754	MCCF-PPR/TAPE/BTRY	51451 06000
3790 - OFFICE DEPOT		739993723001	INV	4 12:00:00AM	\$245.19	78754	ADM,FIN,TRN-PAPER/WIPES/STPLS/FILES	10419 06000
3790 - OFFICE DEPOT		739993723001	INV	4 12:00:00AM	\$278.71	78754	ADM,FIN,TRN-PAPER/WIPES/STPLS/FILES	10413 06000
3790 - OFFICE DEPOT		738042733001	INV	4 12:00:00AM	\$292.12	78754	MCCF-CRTDG/PLNG BRD/FLDRS	51451 06000
4125 - PACIFIC GAS & ELECTRIC		4897-1114	INV	4 12:00:00AM	\$24.89	78755	FEDWWTP-10/10-11/09/14 GAS & ELECT USAGE	58458 08100
4125 - PACIFIC GAS & ELECTRIC		8565-1114	INV	4 12:00:00AM	\$44.36	78755	6TH & SUPPLY ROW-10/07-11/04/14 GAS & ELEC	10416 08101

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
4125 - PACIFIC GAS & ELECTRIC		4897-1114	INV	4 12:00:00AM	\$260.52	78755	FEDWWTP-10/10-11/09/14 GAS & ELECT USAGE	70470 08100
4117 - PACIFIC TELEMAGEMENT SERVICES		697871	INV	4 12:00:00AM	\$80.93	78756	TRN-12/14 PAYPHONE @ TRANS STATION	62462 02200
4171 - PATTERSON DENTAL SUPPLY INC.		421/1087439	INV	4 12:00:00AM	\$203.81	78757	MCCF- CMPLT TEMPL SPRT/MIRROR HLDR	51451 03000
4171 - PATTERSON DENTAL SUPPLY INC.		102414	CRM	4 12:00:00AM	-\$100.19	78757	MCCF- CRDT BLNC	51451 03000
4427 - POWERSTRIDE BATTERY CO. INC.		B83863	INV	4 12:00:00AM	\$115.03	78758	ME-29 78-DT-6	10433 04200
4430 - PREMIER ACCESS DENTAL		DEC-2014	INV	4 12:00:00AM	\$17.82	78759	12/14 DENTAL INSURANCE PREMIUMS	10000 00233
4430 - PREMIER ACCESS DENTAL		DEC-2014	INV	4 12:00:00AM	\$3,761.97	78759	12/14 DENTAL INSURANCE PREMIUMS	10000 00228
4463 - PRO AIR		13064	INV	4 12:00:00AM	\$430.00	78760	MCCF-10/15/14 SRVC	51451 04000
4454 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM		10-2014-5	INV	4 12:00:00AM	\$46,507.20	78761	PERS FOR P/R 10/13-10/26/14	10000 00212
4670 - R.C. BECKER & SON, INC.		11124	INV	4 12:00:00AM	\$56,239.17	78762	ST-HILLRD ST PED/BIKE PATH	10733 00020
4845 - RICHLAND CHEVROLET CO.		223530	INV	4 12:00:00AM	\$77.57	78763	T-14 LAMP	62462 04200
4845 - RICHLAND CHEVROLET CO.		223404	INV	4 12:00:00AM	\$92.57	78763	T-14 HOSE/ADAPTER	62462 04200
4845 - RICHLAND CHEVROLET CO.		223391	INV	4 12:00:00AM	\$593.33	78763	T-14 BOOSTER/CORE/SEAL/FITTING	62462 04200
4845 - RICHLAND CHEVROLET CO.		223397	INV	4 12:00:00AM	\$641.64	78763	T-14 PUMP/CYLINDER	62462 04200
4845 - RICHLAND CHEVROLET CO.		CM222638	CRM	4 12:00:00AM	-\$10.75	78763	T-21 CORE RETURN	62462 04200
4868 - ROTATIONAL MOLDING, INC.		INV00015847	INV	4 12:00:00AM	\$11,974.00	78764	REF-REF/300G REAR/FRONT	61561 10800
4909 - SC COMMUNICATIONS		96054	INV	4 12:00:00AM	\$283.22	78765	T-21 FIELD TECH SRV/CONN/GRND PLATE/ANT	62462 02200
5143 - SEVERN TRENT SERVICES		2076093	INV	4 12:00:00AM	\$25,405.92	78766	FEDWWTP,WWTP-11/14 BASE OPERATIONS	70470 09999
5143 - SEVERN TRENT SERVICES		2076093	INV	4 12:00:00AM	\$31,411.11	78766	FEDWWTP,WWTP-11/14 BASE OPERATIONS	58458 09999
4918 - SMS HOLDING COMPANY		DEC-2014	INV	4 12:00:00AM	\$450.00	78767	CVC,PD,WWTP,TRN-12/14 LEASE PMNT	10421 09400
4918 - SMS HOLDING COMPANY		DEC-2014	INV	4 12:00:00AM	\$550.00	78767	CVC,PD,WWTP,TRN-12/14 LEASE PMNT	62462 09400
4918 - SMS HOLDING COMPANY		DEC-2014	INV	4 12:00:00AM	\$1,000.00	78767	CVC,PD,WWTP,TRN-12/14 LEASE PMNT	10433 09400
4918 - SMS HOLDING COMPANY		DEC-2014	INV	4 12:00:00AM	\$1,000.00	78767	CVC,PD,WWTP,TRN-12/14 LEASE PMNT	59459 09400

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
5096 - SOUTHERN CALIFORNIA GAS CO.		1559045-1114	INV 4	12:00:00AM	\$3.62	78768	ST,GAR,TRN-10/13-11/12/14 GAS USAGE	62462 08100
5096 - SOUTHERN CALIFORNIA GAS CO.		1559045-1114	INV 4	12:00:00AM	\$3.63	78768	ST,GAR,TRN-10/13-11/12/14 GAS USAGE	10433 08100
5096 - SOUTHERN CALIFORNIA GAS CO.		1559045-1114	INV 4	12:00:00AM	\$3.63	78768	ST,GAR,TRN-10/13-11/12/14 GAS USAGE	59459 08100
5096 - SOUTHERN CALIFORNIA GAS CO.		1559001-1114	INV 4	12:00:00AM	\$26.66	78768	PD-10/13-11/12/14 GAS USAGE	10421 08100
5096 - SOUTHERN CALIFORNIA GAS CO.		1559007-1114	INV 4	12:00:00AM	\$3,384.65	78768	CCF-10/13-11/12 GAS USAGE	51451 08100
5142 - SPARKLETTS & SIERRA SPRINGS		110514MCCF	INV 4	12:00:00AM	\$28.52	78769	MCCF- BTTLD WTR RNTL	51451 06000
5142 - SPARKLETTS & SIERRA SPRINGS		110514	INV 4	12:00:00AM	\$42.50	78769	CVC-BOTTLE WATER/RENTAL	10416 05000
5185 - STATE WATER RESOURCES CONTROL BOARD		WD-0106011	INV 4	12:00:00AM	\$2,088.00	78770	WWTP-ANNUAL PERMIT FEE	70470 07250
5195 - STERLING CODIFIERS		15399	INV 4	12:00:00AM	\$632.00	78771	CC-SUPPLEMENT #28	10412 03000
5250 - STINSON'S		582255-1	INV 4	12:00:00AM	\$5.20	78772	MCCF-AIR FRSNR RFL	51451 06600
5250 - STINSON'S		580762-0	INV 4	12:00:00AM	\$88.68	78772	MCCF-BOOK, ACCT, REC/PLTS	51451 06000
5250 - STINSON'S		580974-1	INV 4	12:00:00AM	\$103.20	78772	MCCF-BOOK, ACCT, REC	51451 06950
5250 - STINSON'S		580974-0	INV 4	12:00:00AM	\$206.40	78772	MCCF-BOOK, ACCT, REC	51451 06950
5250 - STINSON'S		582255-0	INV 4	12:00:00AM	\$331.45	78772	MCCF-TSSUE/URNL SCRNB/LCH	51451 06600
5258 - STOCKDALE TILE CO.		B072288-IN	INV 4	12:00:00AM	\$274.11	78773	MCCF-BLLNSE/COV BSE	51451 05000
3179 - THE TAFT INDEPENDENT		484	INV 4	12:00:00AM	\$110.00	78774	PSNL-JOB RECRTMNT AD 10/31 & 11/7/14	10420 08600
5560 - GEORGE G. ROSS		161312	INV 4	12:00:00AM	\$70.00	78775	AC-PETSMART SPAY/NUETER PRGM	10431 09002
5560 - GEORGE G. ROSS		161370	INV 4	12:00:00AM	\$154.31	78775	AC-SPAY/NUETER	10431 06000
1008 - CITY OF TAFT		7101120-1114	INV 4	12:00:00AM	\$825.15	78776	MCCF-11/1-12/31/14 SWR/REF	70470 08100
5576 - TAG/AMS, INC.		2675822	INV 4	12:00:00AM	\$390.00	78777	PSNL-PRE DRUG-BISHOP/BOYER/MLLR/PECA	10420 02500
6140 - VIBUL TANGPRAPHAPHORN,MD		110614	INV 4	12:00:00AM	\$1,098.00	78778	PSNL-PECA/BISHOP/BOYER/MLLR/PLNKTT/LNI	10420 02500
5609 - TELEPACIFIC COMMUNICATIONS		61036079-0	INV 4	12:00:00AM	\$41.92	78779	PD-11/14 LONG DISTANCE SERVICES	10421 02200
5609 - TELEPACIFIC COMMUNICATIONS		61004153-0	INV 4	12:00:00AM	\$195.91	78780	TRN-11/14 LONG DISTANCE SERVICES	62462 02200

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
5609 - TELEPACIFIC COMMUNICATIONS		60997285-0	INV 4	12:00:00AM	\$416.06	78781	PD-11/14 DISASTER SERVICES	10421 02200
5609 - TELEPACIFIC COMMUNICATIONS		60994638-0	INV 4	12:00:00AM	\$0.25	78782	CITY HALL-11/14 LONG DISTANCE SERVICES	58458 02200
5609 - TELEPACIFIC COMMUNICATIONS		60994638-0	INV 4	12:00:00AM	\$0.47	78782	CITY HALL-11/14 LONG DISTANCE SERVICES	10433 02200
5609 - TELEPACIFIC COMMUNICATIONS		60994638-0	INV 4	12:00:00AM	\$0.50	78782	CITY HALL-11/14 LONG DISTANCE SERVICES	10432 02200
5609 - TELEPACIFIC COMMUNICATIONS		60994638-0	INV 4	12:00:00AM	\$1.06	78782	CITY HALL-11/14 LONG DISTANCE SERVICES	59459 02200
5609 - TELEPACIFIC COMMUNICATIONS		60994638-0	INV 4	12:00:00AM	\$1.57	78782	CITY HALL-11/14 LONG DISTANCE SERVICES	70470 02200
5609 - TELEPACIFIC COMMUNICATIONS		60994638-0	INV 4	12:00:00AM	\$2.77	78782	CITY HALL-11/14 LONG DISTANCE SERVICES	62462 02200
5609 - TELEPACIFIC COMMUNICATIONS		60994638-0	INV 4	12:00:00AM	\$2.92	78782	CITY HALL-11/14 LONG DISTANCE SERVICES	60460 02200
5609 - TELEPACIFIC COMMUNICATIONS		60994638-0	INV 4	12:00:00AM	\$2.95	78782	CITY HALL-11/14 LONG DISTANCE SERVICES	61461 02200
5609 - TELEPACIFIC COMMUNICATIONS		60994638-0	INV 4	12:00:00AM	\$3.14	78782	CITY HALL-11/14 LONG DISTANCE SERVICES	67467 02200
5609 - TELEPACIFIC COMMUNICATIONS		60994638-0	INV 4	12:00:00AM	\$9.33	78782	CITY HALL-11/14 LONG DISTANCE SERVICES	48448 02200
5609 - TELEPACIFIC COMMUNICATIONS		60994638-0	INV 4	12:00:00AM	\$9.74	78782	CITY HALL-11/14 LONG DISTANCE SERVICES	10424 02200
5609 - TELEPACIFIC COMMUNICATIONS		60994638-0	INV 4	12:00:00AM	\$10.39	78782	CITY HALL-11/14 LONG DISTANCE SERVICES	10412 02200
5609 - TELEPACIFIC COMMUNICATIONS		60994638-0	INV 4	12:00:00AM	\$25.57	78782	CITY HALL-11/14 LONG DISTANCE SERVICES	10413 02200
5609 - TELEPACIFIC COMMUNICATIONS		60994638-0	INV 4	12:00:00AM	\$26.16	78782	CITY HALL-11/14 LONG DISTANCE SERVICES	10415 02200
5609 - TELEPACIFIC COMMUNICATIONS		60994638-0	INV 4	12:00:00AM	\$30.89	78782	CITY HALL-11/14 LONG DISTANCE SERVICES	10419 02200
5609 - TELEPACIFIC COMMUNICATIONS		60994638-0	INV 4	12:00:00AM	\$32.53	78782	CITY HALL-11/14 LONG DISTANCE SERVICES	10420 02200
5609 - TELEPACIFIC COMMUNICATIONS		60994638-0	INV 4	12:00:00AM	\$404.69	78782	CITY HALL-11/14 LONG DISTANCE SERVICES	51451 02200
5645 - TRANS UNION LLC		10413265	INV 4	12:00:00AM	\$29.31	78783	PSNL-CREDIT REPORT SUMMARY	10420 02100
5645 - TRANS UNION LLC		10403616	INV 4	12:00:00AM	\$50.00	78783	PSNL-MEMBERSHIP DUES	10420 02100
12806 - U-CART CEMENT, INC		1014-056	INV 4	12:00:00AM	\$120.00	78784	CITY HALL-1 YRD CEMENT	10416 05000
12806 - U-CART CEMENT, INC		1114-059	INV 4	12:00:00AM	\$160.00	78784	508 CENTER ST-1/4 YRD CEMENT	10376 00007
5792 - UNITY THRIFT & OUTREACH		111914	INV 4	12:00:00AM	\$465.00	78785	AC-PMNT OF MILEAGE FOR TRNSPRT TO SRGE	10431 09002

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
6104 - VERIZON CALIFORNIA		NOV-2014	INV	4 12:00:00AM	\$48.90	78786	CITY HALL-10/25-11/24/14 PHONE ACCESS	10415 02200
6104 - VERIZON CALIFORNIA		NOV-2014	INV	4 12:00:00AM	\$48.90	78786	CITY HALL-10/25-11/24/14 PHONE ACCESS	10433 02200
6104 - VERIZON CALIFORNIA		NOV-2014	INV	4 12:00:00AM	\$70.85	78786	CITY HALL-10/25-11/24/14 PHONE ACCESS	10419 02200
6104 - VERIZON CALIFORNIA		NOV-2014	INV	4 12:00:00AM	\$104.43	78786	CITY HALL-10/25-11/24/14 PHONE ACCESS	10413 02200
6104 - VERIZON CALIFORNIA		NOV-2014	INV	4 12:00:00AM	\$197.47	78786	CITY HALL-10/25-11/24/14 PHONE ACCESS	10421 02200
6104 - VERIZON CALIFORNIA		NOV-2014	INV	4 12:00:00AM	\$286.27	78786	CITY HALL-10/25-11/24/14 PHONE ACCESS	51451 02200
6104 - VERIZON CALIFORNIA		NOV-2014-PD	INV	4 12:00:00AM	\$486.77	78786	PD-11/14 SPECIAL ACCESS	10421 02200
6350 - WEST KERN WATER DISTRICT		4202590-1114	INV	4 12:00:00AM	\$188.75	78787	A & TERRACE-09/05-11/06/14 WATER USAGE	38438 08100
6399 - WESTSIDE WASTE		NOV 2014	INV	4 12:00:00AM	\$27,883.00	78788	WASTE DISPOSAL FEES	61461 09999
6593 - XLDENT		0459401-IN	INV	4 12:00:00AM	\$40.00	78789	CCF-IMAGEXL SOFTWARE MAINTENANCE	51451 06200
6770 - Z.A.P.		43248	INV	4 12:00:00AM	\$512.86	78790	CVC-CUSTOM SIGNS/RECR VEHICLE SIGN	10416 06200

\$577,639.27

EXHIBIT R

ACCOUNT:

10300931



United Security Bank

...response ability

RECEIVED

OCT 03 2014

CITY OF TAFT

CITY OF TAFT
209 E KERN STREET
TAFT, CA 93268

TAFT OFFICE
523 CASCADE PLACE
TAFT, CA 93268

TELEPHONE: 661-763-5151

Rate Increase CD CERTIFICATE 10300931

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			08/29/14	51,374.34
INTEREST		15.27	09/08/14	51,389.61
BALANCE THIS STATEMENT			09/30/14	51,389.61
INTEREST PAID 2014:	134.83			
INTEREST PAID 2013:	382.41			

EXHIBIT R

ACCOUNT:

10300805



United Security Bank
...response ability

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209 E KERN STREET
TAFT CA 93268

TELEPHONE: 661-763-5151

TAFT OFFICE
523 CASCADE PLACE
TAFT, CA 93268

Rate Increase CD CERTIFICATE 10300805

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			08/29/14	102,017.33
INTEREST		43.33	09/16/14	102,060.66
BALANCE THIS STATEMENT			09/30/14	102,060.66
INTEREST PAID 2014:	482.58			
INTEREST PAID 2013:	910.10			

EXHIBIT R

ACCOUNT:

10300895



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...response ability

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OCT 03 2014
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CITY OF TAFT
209 E KERN STREET
TAFT CA 93268

TAFT OFFICE
523 CASCADE PLACE
TAFT, CA 93268

TELEPHONE: 661-763-5151

Rate Increase CD CERTIFICATE 10300895

DESCRIPTION	DEBITS	CREDITS	DATE	BALANCE
BALANCE LAST STATEMENT			08/29/14	102,340.69
INTEREST		71.30	09/06/14	102,411.99
BALANCE THIS STATEMENT			09/30/14	102,411.99
INTEREST PAID 2014:	628.46			
INTEREST PAID 2013:	898.07			

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0.00 *

C

102,411.99*+

102,060.66 +

51,339.61 +

003

255,862.26 *

GLOSSARY Short Account Balances - If you have sold securities under the short sale rule, we have, in accordance with regulations, segregated the proceeds from such transactions in your Short Account. Any market increases or decreases from the original sale price will be marked to the market and will be transferred to your Margin Account on a weekly basis. **Market Value** - The Total Market Value has been calculated out to 9 decimal places; however, the individual unit price is displayed in 5 decimal places. The Total Market Value represents prices obtained from various sources, may be impacted by the frequency in which such prices are reported and such prices are not guaranteed. Prices received from pricing vendors are generally based on current market quotes, but when such quotes are not available the pricing vendors use a variety of techniques to estimate value. These estimates, particularly for **fixed income securities**, may be based on certain minimum principal amounts (e.g. \$1 million) and may not reflect all of the factors that affect the value of the security, including liquidity risk. The prices provided are not firm bids or offers. Certain securities may reflect "NA" or "unavailable" where the price for such security is generally not available from a pricing source. The Market Value of a security, including those priced at par value, may differ from its purchase price and may not

CUSTOMER SERVICE: Please review your statement and report any discrepancies immediately. Inquiries or concerns regarding your brokerage account or the activity therein should be directed to your broker-dealer at the telephone number and address reflected on the front of this statement, and National Financial Services LLC ("NFS") who carries your brokerage account and acts as your custodian for funds and securities that are deposited with NFS by you or your broker-dealer, or as a result of transactions NFS processes for your account, may also be contacted for statement discrepancies. NFS may be called at (800) 801-9942. Any oral communications regarding inaccuracies or discrepancies should be confirmed in writing to protect your rights, including those under the Securities Investor Protection Act ("SIPA"). When contacting either NFS or your broker-dealer, remember to include your entire brokerage account number to ensure a prompt reply. Please notify the service center or your broker-dealer promptly in writing of any change of address.

ADDITIONAL INFORMATION Customer free credit balances are not segregated and may be used in NFS's business in accordance with federal securities laws. You have the right to receive, subject to open commitments in any of your brokerage accounts, any free credit balances to which you are entitled. Interest on free credit balances awaiting reinvestment may be paid out at rates that may vary with current short-term money market rates and/or your brokerage account balances, set at the discretion of your broker-dealer and/or NFS. If your free credit balance is automatically transferred to a money market fund or to an FDIC insured bank account you use as your brokerage account's core position, you can liquidate the shares of the money market fund or bank balances at any time and have the proceeds remitted to you or held in your brokerage account subject to the terms and conditions of your account agreement.

Credit Adjustment Program. Accountholders receiving payments in lieu of qualified dividends may not be eligible to receive credit adjustments intended to help cover additional associated federal tax burdens. NFS reserves the right to deny the adjustment to any account holder and to amend or terminate the credit adjustment program.

Options Customers. Each transaction confirmation previously delivered to you contains full information about commissions and other charges. If you require further information, please contact your broker-dealer. Assignments of American and European-style options are allocated among customer short positions pursuant to a random allocation procedure, a description of which is available upon request. Short positions in American-style options are liable for assignment at any time. The writer of a European-style option is subject to exercise assignment only during the exercise period. You should advise your broker-dealer promptly of any material change in your investment objectives or financial situation. **Splits, Dividends, and Interest.** Expected stock split, next dividend payable, and next interest payable information has been provided by third parties and may be subject to change. Information for certain securities may be missing if not received from third parties in time for printing. NFS is not responsible for inaccurate, incomplete, or missing information. Please consult your broker-dealer for more information about expected stock split, next dividend payable, and next interest payable for certain securities.

Equity Dividend Reinvestment Customers. Shares credited to your brokerage account resulted from transactions effected as agent by either: 1) Your broker-dealer for your investment account, or 2) through the Depository Trust Company (DTC) dividend reinvestment program. For broker-dealer effected transactions, the time of the transactions, the exchange upon which these transactions occurred and the name of the person from whom the security was purchased will be furnished upon written request. NFS may have acted as market maker in effecting trades in over-the-counter securities.

Retirement Contributions/Distributions. A summary of retirement contributions/distributions is displayed for you in the activity summary section of your statement. **Income Reporting.** NFS reports earnings from investments in Traditional IRAs, Rollover IRAs, SEP-IRAs and, Keoghs as tax-deferred income. Earnings from Roth IRAs are reported as tax-free income, since distributions may be tax-free after meeting the 5 year aging requirement and certain other conditions. **A financial statement** of NFS is available for your personal inspection at its office or a copy of it will be mailed to you upon your written request.

Statement Mailing. NFS will deliver statements by mail or, if applicable, notify you by e-mail of your statement's availability, if you had transactions that affected your cash balances or security positions held in your account(s) during the last monthly reporting period. At a minimum, all brokerage customers will receive quarterly statements (at least four times per calendar year) as long as their accounts contain a cash or securities balance.

Loads and Fees. In connection with access to, purchase of, and/or maintenance of positions in mutual funds and other investment products ("funds"), your introducing broker dealer and/or NFS may receive the salesloads and

closely reflect the value at which the security may be sold or purchased based on various market factors. Investment decisions should be made only after consulting your broker-dealer. **Estimated Yield ("EY")** and **Estimated Annual Income ("EAI")** - When available, the coupon rate of some fixed income securities is divided by the current market value of the fixed income security to create the EY figure and/or the current interest rate or most recently declared dividends for certain securities are annualized to create the EAI figure. EAI and EY are estimates, and the income and yield might be lower or higher. Estimates may include return of principal or capital gains, which would render them overstated. In addition, EAI is calculated for positions or accounts where dividends are reinvested and not paid as income. EY reflects only the income generated by an investment; where dividends are reinvested and not paid as income. These figures are based on mathematical calculations of available data, and have been obtained from information providers believed to be reliable, but no assurance can be made as to accuracy. Since the interest and dividend rates are subject to change at any time, and may be affected by current and future economic, political and business conditions, they should not be relied on for making investment, trading decisions, or tax decisions.

12b-1 fees described in the prospectus as well as additional compensation, paid by the funds, their investment advisors or affiliates. Additional information about the source(s) and amount(s) of compensation as well as other remuneration received by your introducing broker dealer and/or NFS will be furnished to you upon written request. At time of purchase fund shares may be assigned a load, transaction fee or no transaction fee status. At time of sale, any fees applicable to your transaction will be assessed based on the status assigned to the shares at time of purchase. **Margin.** If you have applied for margin privileges and been approved, you may borrow money from NFS in exchange for pledging the assets in your account as collateral for any outstanding margin loan. The amount you may borrow is based on the value of securities in your margin account, which is identified on your statement. If you have a margin account, this is a combined statement of your margin account and special memorandum account other than your non-purpose margin accounts maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve Board. The permanent record of the separate account, as required by Regulation T, is available for your inspection upon request. **NYSE and FINRA.** All transactions are subject to the constitution, rules, regulations, customs, usages, rulings and interpretations of the exchange market and its clearing house, if any, where the transactions are executed, and of the New York Stock Exchange (NYSE) and of the Financial Industry Regulatory Authority ("FINRA"). The FINRA requires that we notify you in writing of the availability of an investor brochure that includes information describing FINRA Regulation's BrokerCheck Program ("Program"). To obtain a brochure or more information about the Program or FINRA Regulation, contact the FINRA Regulation BrokerCheck Program Hotline at (800) 289-9939 or access the FINRA's web site at www.fina.org. **FINRA Rule 4311** requires that your broker-dealer and NFS allocate between them certain functions regarding the administration of your brokerage account. The following is a summary of the allocation services performed by your broker-dealer and NFS. A more complete description is available upon request. **Your broker-dealer is responsible for:** (1) obtaining and verifying brokerage account information and documentation, (2) opening, approving and monitoring your brokerage account, (3) transmitting timely and accurate orders and other instructions to NFS with respect to your brokerage account, (4) determining the suitability of investment recommendations and advice, (5) operating, and supervising your brokerage account and its own activities in compliance with applicable laws and regulations including compliance with margin rules pertaining to your margin account, if applicable, and (6) maintaining required books and records for the services that it performs. **NFS shall, at the direction of your broker-dealer:** (1) execute, clear and settle transactions processed through NFS by your broker-dealer, (2) prepare and send transaction confirmations and periodic statements of your brokerage account (unless your broker-dealer has undertaken to do so). Certain securities pricing and descriptive information may be provided by your broker-dealer or obtained from third parties deemed to be reliable. However, this information has not been verified by NFS. (3) act as custodian for funds and securities received by NFS on your behalf, (4) follow the instructions of your broker-dealer with respect to transactions and the receipt and delivery of funds and securities for your brokerage account, and (5) extend margin credit for purchasing or carrying securities on margin. Your broker-dealer is responsible for ensuring that your brokerage account is in compliance with federal, industry and NFS margin rules, and for advising you of margin requirements. NFS shall maintain the required books and records for the services it performs. **Securities in accounts carried by NFS** are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to \$500,000. The \$500,000 total amount of SIPC protection is inclusive of up to \$250,000 protection for claims for cash, subject to periodic adjustments for inflation in accordance with terms of the SIPC statute and approval by SIPC's Board of Directors. NFS also has arranged for coverage above these limits. Neither coverage protects against a decline in the market value of securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC, or to request a SIPC brochure, visit www.sipc.org or call 1-202-371-8300. Funds used to purchase or sweep to a bank deposit are SIPC protected until deposited to a Program Bank at which time funds may be eligible for FDIC insurance. Assets Held Away, commodities, unregistered investment contracts, futures accounts, loaned securities and other investments may not be covered. Precious metals are not covered by SIPC protection. Mutual funds and/or other securities are not backed or guaranteed by any bank, nor are they insured by the FDIC and involve investment risk including possible loss of principal.

End of Statement

100924

Mutual Securities, Inc.

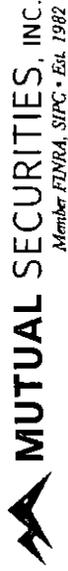
Account earned with National Financial Services LLC, Member
NYSE, SIPC



MN - CEBBHPRBBDDCSZ4BBB55 20140930
NLD869UG4274115 002731.000004/000004 40

Statement for the Period September 1, 2014 to September 30, 2014

CITY OF TAFT CA - Unincorporated Assn
Account Number: 0FN-145584



Footnotes and Cost Basis Information

continued

For investments in partnerships, NFS does not make any adjustments to cost basis information as the calculation of basis in such investments requires supplemental information from the partnership on its income and distributions during the period you held your investment. Partnerships usually provide this additional information on a Form K-1 issued by April 15th of the following year.

Consult your tax advisor for further information.

Miscellaneous Footnotes

CHANGE IN VALUE OF YOUR PORTFOLIO is the change in market value of your portfolio assets over the time period shown. The portfolio assets include the market value of all the securities in the account, plus insurance and annuity assets if applicable. The time frame of the graph is from account opening or September 2011, whichever is later, to the current period. Please note that large increases and/or declines in the value of the portfolio can be due to additions, distribution and/or performance.

CHANGE IN INVESTMENT VALUE is the difference between the prior period and current period values which includes the difference between securities that were bought, sold and redeemed during this time period as well as any activity that occurred such as additions and withdrawals, securities transferred, income, expenses, and other activity. This does not reflect activity related to assets in which National Financial is not the custodian (e.g. Insurance and Annuities, Assets Held Away and Other Assets Held Away).

CALLABLE SECURITIES LOTTERY - When street name or bearer securities held for you are subject to a partial call or partial redemption by the issuer, NFS may or may not receive an allocation of called/redeemed securities by the issuer, transfer agent and/or depository. If NFS is allocated a portion of the called/redeemed securities, NFS utilizes an impartial lottery allocation system, in accordance with applicable rules, that randomly selects the securities within customer accounts that will be called/redeemed. NFS' allocations are not made on a pro rata basis and it is possible for you to receive a full or partial allocation, or no allocation. You have the right to withdraw uncalled fully paid securities at any time prior to the cutoff date and time established by the issuer, transfer agent and/or depository with respect to the partial call, and also to withdraw excess margin securities provided your account is not subject to restriction under Regulation T or such withdrawal will not cause an undermargined condition.

PRICING INFORMATION - Prices displayed are obtained from sources that may include pricing vendors, broker/dealers who clear through NFS and/or other sources. Prices may not reflect current fair market value and/or may not be readily marketable or redeemable at the prices shown.

FOREIGN EXCHANGE TRANSACTIONS - Some transaction types necessitate a foreign currency exchange (FX) in order to settle. FX transactions may be effected by Fidelity Forex, Inc. on a principal basis. Fidelity Forex, Inc., an affiliate of NFS, may impose a commission or markup on the prevailing interbank market price, which may result in a higher price to you. Fidelity Forex, Inc. may share a portion of any FX commission or markup with NFS. More favorable rates may be available through third parties not affiliated with NFS. The rate applicable to any transaction involving an FX is available upon request through your broker-dealer.

COST BASIS LEGISLATION - New IRS Rules will require National Financial Services to report cost basis and holding period information for the sale of shares of open end Mutual Fund holdings purchased on or after January 1, 2012 on Form 1099-B. National Financial Services determines the cost basis for all shares of open end mutual funds using a default method of average cost. Alternatively, account owners or their brokers and advisors can instruct National Financial Services to determine the cost basis for shares of open end mutual funds by 1) setting up their non-retirement accounts with one of our eleven tax lot disposal methods available to investors or 2) identifying specific tax lots to sell at the time of a transaction. Contact your broker or advisor to learn more about the cost basis tracking of your holdings.

Statement for the Period September 1, 2014 to September 30, 2014
 CITY OF TAFT CA - Unincorporated Assn
 Account Number: 0FN-145564



ACTIVITY *continued*

TOTAL CORE FUND ACTIVITY

Amount
 (\$0.04)

ACTIVITY > INCOME > TAXABLE INCOME

Settlement Date	Account Type	Transaction	Description	Quantity	Amount
09/30/14	CASH	DIVIDEND RECEIVED	PRIME FUND CAPITAL RESERVES CLASS DIVIDEND RECEIVED		\$0.04
Total Taxable Dividends					\$0.04
Total Taxable Income					\$0.04
TOTAL INCOME					\$0.04

Footnotes and Cost Basis Information

Amortization, accretion and similar adjustments to cost basis have been provided for many fixed income securities (and some bond-like equities), however, they are not provided for certain types, such as short-term instruments, Unit Investment Trusts, foreign fixed income securities, or those that are subject to early prepayment of principal (pay downs). Where current year premium or acquisition premium amortization is provided, the prior years' cumulative amortization is reflected in the adjusted cost basis, but we cannot provide a breakdown or the total of such prior amortization amounts.

NFS is required to report certain cost basis and related information to the IRS on the Form 1099-B. Your official 1099-B forms for certain transactions will reflect which lots have been sold for tax purposes. To apply a specific identification cost basis method to 1099-B reporting, appropriate instructions must be on file with NFS or be received by NFS before the trade has settled. Absent such instructions, NFS determines cost basis at the time of sale based on its default methods of average cost for open-end mutual funds and first-in, first-out (FIFO) for all other securities (including ETFs) unless your broker dealer has elected to use another default method. NFS applies FIFO (or other disposal method, if applicable) based on its records, which may be different from yours. For transactions that are not subject to 1099-B cost basis reporting, you should refer to your trade confirmations and other applicable records to determine which lots were considered sold for tax purposes.

While NFS must meet IRS requirements with respect to certain information required to be reported to the IRS, NFS-provided cost basis, realized gain and loss, and holding period information may not reflect all adjustments necessary for your tax reporting purposes. NFS makes no warranties with respect to and specifically disclaims any liability arising out of a customer's use of, or any tax position taken in reliance upon, such information.

Mutual Securities, Inc.

MIN: CEBBHP7RBBDDQCSZ:BBBBB:20140930
 NLD899HG42741:02731:000003000004:49



Account earned with National Financial Services LLC, Member NYSE-SIPC

Statement for the Period September 1, 2014 to September 30, 2014

CITY OF TAFT CA - Unincorporated Assn
 Account Number: 0FN-145564



HOLDINGS > FIXED INCOME *continued*

Description	Symbol/Cusip Account Type	Quantity	Estimated Price on 09/30/14	Estimated Current Market Value	Estimated Annual Income	Total Cost Basis	Unrealized Gain (Loss)
<p>Certificates of Deposit (CDs), including Market Indexed CDs (collectively, MCDs) are generally shown at estimated market prices based upon a matrix or model pricing method that may not represent the actual price if sold prior to maturity. However, CDs and MCDs may be shown at face value for up to seven calendar days from date of issue if estimated market prices have not been received from a third party pricing vendor. The actual value of CDs and MCDs may be different from their purchase price. CDs and MCDs are subject to interest rate risk. The estimated market price reflected for MCDs may not be based on the actual closing value of the linked market index on the final maturity date and the market value of MCDs may not correspond directly to increases or decreases in the underlying linked market index. You may sell CDs or MCDs in the secondary market subject to market conditions. The secondary market for CDs and MCDs is generally illiquid. If sold prior to maturity, the value of MCDs may be less than the purchase amount or face value. The sale or redemption of any fixed income security prior to maturity may result in a substantial gain or loss, and an early withdrawal penalty may apply. Certain MCDs may only be redeemed on pre-specified liquidation dates and may have call features that allow the issuer to call the MCD prior to maturity. Certain Step Rate CDs are also subject to reinvestment risk if call provisions are exercised by the issuer and if a CD with a comparable rate is not available.</p> <p>See sales materials or contact your broker/dealer for additional information.</p>							
STATE BK INDIA NEW YORK NY 2.000000% 04/27/2017 CD FDIC INSURED CPN PMT SEMI-ANNUAL ON OCT 27, APR 27 Next Interest Payable: 10/27/14	856284E34 CASH	250,000	\$1,0194	\$254,850.00		\$250,000.00	\$4,850.00
Total Fixed Income		250,000		\$254,850.00		\$250,000.00	\$4,850.00
Total Securities				\$254,850.00		\$250,000.00	\$4,850.00

TOTAL PORTFOLIO VALUE

Activity

CORE FUND ACTIVITY

Settlement Date	Account Type	Transaction	Description	Quantity	Amount
09/30/14	CASH	REINVESTMENT	PRIME FUND CAPITAL RESERVES CLASS REINVEST @ \$1,000	0.04	(\$0.04)

Mutual Securities, Inc.

MN CEBBHP1RBBDQCSZ_BBBBB 20140930

Account carried with National Financial Services LLC, Member
 NYSE, SIPC

Statement for the Period September 1, 2014 to September 30, 2014
 CITY OF TAFT CA - Unincorporated Assn
 Account Number: OFN-145564



Holdings

NFS-provided cost basis, realized gain (loss) and holding period information may not reflect all adjustments necessary for tax purposes. Please refer to Footnotes and Cost Basis Information at the end of this statement for more information.

CASH AND CASH EQUIVALENTS - 1.91% of Total Account Value

Description	Symbol/Cusip Account Type	Quantity	Price on 09/30/14	Current Market Value	Estimated Annual Income
Money Markets					
PRIME FUND CAPITAL RESERVES CLASS	FPRXX	4,970.32	\$1.00	\$4,970.32	
7 DAY YIELD .01%	CASH				
Dividend Option Reinvest					
Capital Gain Option Reinvest					
Total Cash and Cash Equivalents				\$4,970.32	

HOLDINGS > FIXED INCOME - 98.09% of Total Account Value

For an explanation of fixed income pricing, please see the last page. Redemption schedule(s), bond rating(s), and other information are provided where available. If information does not appear regarding a particular investment, it is not available. The ratings on this statement are provided by Standard & Poor's and/or Moody's to rate the quality based on the respective rating agency's assessment. Ratings information from Standard & Poor's ("S&P") may not be reproduced. S&P credit ratings are statements of opinion and are not statements of fact or recommendations to purchase, hold, or sell securities, nor do they address the suitability of securities for investment purposes, and should not be relied on as investment advice. S&P does not guarantee the accuracy, completeness, timeliness or availability of any information, including ratings, and is not responsible for errors or omissions (negligent or otherwise). S&P gives no express or implied warranties, including but not limited to any warranties of merchantability or fitness for a particular purpose or use. S&P shall not be liable for any direct, indirect, incidental, exemplary, compensatory, punitive, special or consequential damages, costs, expenses, legal fees, or losses (including lost income or profits and opportunity costs) in connection with any use of ratings.

Accrued Interest - Represents interest accumulated since the last coupon date on certain fixed income securities which may not yet have been paid by the issuer or received by NFS. There is no guarantee that the accrued interest will be paid by the issuer.

Description	Symbol/Cusip Account Type	Quantity	Estimated Price on 09/30/14	Estimated Current Market Value	Estimated Annual Income	Total Cost Basis	Unrealized Gain (Loss)
CDs							

Statement for the Period September 1, 2014 to September 30, 2014

CITY OF TAFT CA - Unincorporated Assn
Account Number: OFN-145564



Account Overview *continued*

MESSAGES AND ALERTS

Accounts are protected to a value of \$500,000 through Securities Investor Protection Corporation (SIPC), of which the portion of cash claims are limited to \$100,000. Full protection in excess of SIPC coverage is provided by Assets Guaranty Insurance Company for total net account equity (unlimited) in excess of that which is provided by the SIPC. Complete details are available upon request.

ATTENTION DELAWARE CHARTER IRA ACCOUNT HOLDERS - FEE NOTIFICATION
The annual trustee fee of \$35.00 will be automatically charged to all Delaware Charter Guarantee and Trust IRA accounts on December 15, 2014. Delaware Charter IRA holders have the option to pay the \$35.00 annual trustee fee by remitting a personal or cashiers check made payable to Delaware Charter, c/o Mutual Securities, P.O. Box 2864, Camarillo, CA 93011. Payment for annual trustee fees must be received prior to December 31, 2014.

If a check issued to you from your account remains uncashed and outstanding for at least six months, you authorize and instruct NFS to cancel the check and return the underlying proceeds to you by depositing the proceeds into your accounts core position.

Statement for the Period September 1, 2014 to September 30, 2014
 CITY OF TAFT CA - Unincorporated Assn
 Account Number: OFN-145564



Account Overview

CHANGE IN ACCOUNT VALUE	Current Period	Year-to-Date
BEGINNING VALUE	\$260,260.28	\$256,694.39
Additions and Withdrawals	\$0.00	\$0.00
Income	\$0.04	\$2,493.43
Taxes, Fees and Expenses	\$0.00	(\$30.00)
Change in Investment Value	(\$440.00)	\$662.50
ENDING VALUE (AS OF 09/30/14)	\$259,820.32	\$259,820.32

Refer to Miscellaneous Footnotes for more information on Change in Investment Value.

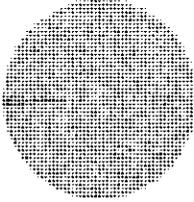
INCOME TAXABLE	Current Period	Year-to-Date
Taxable Dividends	\$0.04	\$0.28
Taxable Interest	\$0.00	\$2,493.15
TOTAL TAXABLE	\$0.04	\$2,493.43
TOTAL INCOME	\$0.04	\$2,493.43

Taxable income is determined based on information available to NPS at the time the statement was prepared, and is subject to change. Final information on taxation of interest and dividends is available on Form 1099-Div, which is mailed in February of the subsequent year.

TAXES, FEES AND EXPENSES	Current Period	Year-to-Date
Account Fees	\$0.00	(\$30.00)
TOTAL TAXES, FEES AND EXPENSES	\$0.00	(\$30.00)

ACCOUNT ALLOCATION

Money Markets 1.9%



CDs 98.1%

Money Markets	Percent	Prior Period	Current Period
Money Markets	1.9 %	\$4,970.28	\$4,970.32
CDs	98.1	\$255,290.00	\$254,850.00
TOTAL	100.0 %	\$260,260.28	\$259,820.32

Account Allocation shows the percentage that each asset class represents of your total account value. Account Allocation for equities, fixed income, and other categories may include mutual funds and may be net of short positions. NPS has made assumptions concerning how certain mutual funds are allocated. Closed-end mutual funds and Exchange Traded Funds (ETFs) listed on an exchange may be included in the equity allocation. The chart may not reflect your actual portfolio allocation. Consult your broker/dealer prior to making investment decisions.

Mutual Securities, Inc.

MEMBER FINRA, SIPC
 Account Number: CB88HJRBBDQCSZBBBBB20140930
 NLDB89HG4274115 002731 000001000004 40



Account carried with National Financial Services LLC, Member
 NYSE-SIPC

EXHIBIT P

**CITY OF TAFT
INVESTMENT IN MUTUAL SECURITIES
BALANCES AS OF 9/30/14**

INVESTMENT DESCRIPTION	COST AT PAR	ACCRUED INTEREST	TOTAL COSTS COST @ PAR+ ACCRUED INT.	MARKET VALUE	RATE OF RETURNS	ANNUAL INCOME	INTEREST PAYMENT DATES
STATE BK INDIA NEW YORK NY CD PURCHASED: 4/27/12 DUE: 4/27/17 FIRST COUPON: 10/27/12/ CALL: 4/27/17	\$ 250,000.00	\$ -	\$ 250,000.00	\$ 254,850.00	2.000%	\$5,000.00	April, 27 October, 27
MONEY MARKET	\$ -	\$ -	\$ 4,970.32	\$ 4,970.32			
ANNUAL CUSTODY FEE	\$ -	\$ -	\$ -	\$ -			
TOTAL INVESTMENTS	\$ 250,000.00	\$ -	\$ 254,970.32	\$ 259,820.32	2.000%	\$5,000.00	

TOTAL ANNUAL INTEREST INCOME FROM THESE INVESTMENTS:

\$5,000.00

Standard Disclosures

The following Disclosures are applicable to the enclosed statement(s). Expanded Disclosures are attached to your most recent June and December statement (or your first Statement if you have not received a statement for those months). The Expanded Disclosures are also available by selecting Account Documents when you log on to www.morganstanley.com/online or, call 800-869-3326.

Questions?

Questions regarding your account may be directed to your Financial Advisor or the Branch Manager for the branch office where you maintain your account. If you require further assistance, call Client Service Center at (800) 869-3326 or for account-related concerns call our Client Advocate at (866) 227-2256.

Errors and Inquiries

It is your responsibility to review your statement promptly and to seek immediate clarification about entries that you do not understand or believe were made in error by contacting the Branch Manager of the office where you maintain your account. Oral communications regarding any inaccuracy or discrepancy in this statement should be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). Your statement will be deemed correct unless we receive a written inquiry of a suspected error. See your account documentation for special rules regarding your rights and responsibilities with respect to erroneous electronic fund transfers, including a description of the transfers covered.

Availability of Free Credit Balances and Financial Statements

Under the customer protection rules of the SEC [17 CFR §240.15c3-3], we may use funds comprising free credit balances carried for customer accounts here, provided that these funds are payable to customers on demand (i.e., are free of a lien or right of set-off in our favor or on behalf of some third party to whom you have given control). A financial statement of this organization is available for your personal inspection at its offices, or a copy will be mailed to you upon your written request.

Listed Options

Information with respect to commissions and other charges related to the execution of options transactions has been included in confirmations of such transactions previously furnished to you and such information will be made available to you promptly at your request. Promptly advise us of any material change in your investment objectives or financial situation.

Important Information if you are a Margin Customer (not available for certain retirement accounts)

If you have margin privileges, you may borrow money from us in exchange for pledging assets in your accounts as collateral for any outstanding margin loan. The amount you may borrow is based on the

value of the eligible securities in your margin accounts. If a security has eligible shares, the number of shares pledged as collateral will be indicated below the position.

Margin Interest Charges

We calculate interest charges on margin loans as follows: (1) multiply the applicable margin interest rate by the daily close of business net settled debit balance, and (2) divide by 360 (days). Margin interest accrues daily throughout the month and is added to your debit balance at month-end. The month-end interest charge is the sum of the daily accrued interest calculations for the month. We add the accrued interest to your debit balance and start a new calculation each time the applicable interest rate changes and at the close of every statement month. For current margin loan interest rates, go to www.morganstanley.com/online/MIRates.

Information regarding Special Memorandum Account

If you have a Margin Account, this is a combined statement of your Margin Account and Special Memorandum Account maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the Special Memorandum Account as required by Regulation T is available for your inspection at your request.

Important Information About Auction Rate Securities

Due to market conditions, certain Auction Rate Securities experience no or limited liquidity. Therefore, the price(s) for any Auction Rate Securities shown on this statement may not reflect the price(s) you would receive upon a sale at auction or in a secondary market transaction, and are not an indication of any offer to purchase at such price.

Structured Products

Structured Products are complex products and may be subject to special risks. Investors should consider the concentration risk of owning the related security and their total exposure to any underlying asset. Structured Products may not perform in a manner consistent with the statement product category in which they appear and therefore may not satisfy portfolio asset allocation needs for that category.

Security Measures

This statement features several embedded security elements to safeguard its authenticity. One is a unique security mark--a blue rectangle printed in heat-sensitive ink on the back of every page. When exposed to warmth, the blue rectangle will disappear, and then reappear.

SIPC Protection

We are a member of Securities Investor Protection Corporation (SIPC), which protects securities of its customers up to \$500,000 (including \$250,000 for claims for cash). An explanatory brochure is available

upon request or at www.sipc.org. Losses due to market fluctuation are not protected by SIPC and assets not held with us may not be covered by SIPC protection. To obtain information about SIPC, including an explanatory SIPC brochure, contact SIPC at 1-202-371-8300 or visit www.sipc.org.

Transaction Dates and Conditions

Upon written request, we will furnish the date and time of a transaction and the name of the other party to a transaction. We and/or our affiliates may accept benefits that constitute payment for order flow. Details regarding these benefits and the source and amount of any other remuneration received or to be received by us in connection with any transaction will be furnished upon written request.

Equity Research Ratings Definitions and Consulting Group Investment Advisory Statuses

Some equity securities may have research ratings from Morgan Stanley & Co. LLC or Standard & Poor's. Research ratings are the research providers' opinions and not representations or guarantees of performance. For more information about each research provider's rating system, see the Research Ratings and CG IAR Status Definitions on your most recent June or December statement (or your first statement if you have not received a statement for those months), go to www.morganstanley.com/online or refer to the research provider's research report. Research reports contain more complete information concerning the analyst's views and you should read the entire research report and not infer its contents from the rating alone. If your account contains an advisory component or is an advisory account, CG IAR statuses apply.

Credit Ratings from Moody's Investors Service and Standard & Poor's

The credit rating from Moody's Investors Service and Standard & Poor's may be shown for certain securities. All credit ratings represent the opinions of the provider and are not representations or guarantees of performance. Your Financial Advisor will be pleased to provide you with further information or assistance in interpreting these credit ratings.

Revised 08/2014





CLIENT STATEMENT | For the Period September 1-30, 2014

Active Assets Account
615-115505-245
CITY OF TAFT
C/O TERESA BINKLEY

Account Detail

ACTIVITY

CASH FLOW ACTIVITY BY DATE

Transaction Settlement Date	Date	Activity Type	Description	Comments	Quantity	Price	Credits/(Debits)
9/2	9/2	Interest Income	WORLD JUMBO CD 2000 16SP07	CUSIP: 981999S71			\$339.73
9/3	9/3	Withdrawal	BRANCH CHECK	PAID TO CITY OF TAFT			(339.73)
NET CREDITS/(DEBITS)							\$0.00

MESSAGES

Consolidated Statement of Financial Condition (In Millions of Dollars)

At June 30, 2014 Morgan Stanley Smith Barney LLC had net capital of \$4,511 which exceeded the Securities and Exchange Commission's minimum requirement by \$4,336. A copy of the Morgan Stanley Smith Barney LLC Consolidated Statement of Financial Condition at June 30, 2014 can be viewed online at: http://www.morganstanley.com/about/ir/shareholder/morganstanley_smithbarney_llc.pdf or may be mailed to you at no cost by calling 1 (866) 825-1675, after September 15, 2014.

Sign up for eDelivery of your Statements Today

Would you like to receive your Statements and other documents faster, more securely and with the added benefit of reducing paper mail? Simply visit www.morganstanley.com/edelivery to set your eDelivery preferences today. Please note, if you have not already, you will first need to register for Morgan Stanley Online to make your eDelivery selections.

CLIENT STATEMENT | For the Period September 1-30, 2014

Active Assets Account
615-115505-245

CITY OF TAFT
C/O TERESA BINKLEY

Account Detail

Brokerage Account

Investment Objectives †: Income, Aggressive Income

† Inform us if your investment objectives, as defined in the Expanded Disclosures, change.

HOLDINGS

This section reflects positions purchased/sold on a trade date basis, and includes positions purchased and omits positions sold in the current month. "Market Value" and "Unrealized Gain/(Loss)" are representative values as of the last business day of the statement period and may not reflect the value that could be obtained in the market. Fixed Income securities are sorted by maturity or pre-refunding date, and alphabetically within date. Estimated Annual Income (EAI) is calculated on a pre-tax basis and does not include any reduction for applicable non-US withholding taxes, if any. EAI for certain securities may include return of principal or capital gains which could overstate such estimates. For securities that have a defined maturity date within the next 12 months, EAI is reflected only through maturity date. Actual income or yield may be lower or higher than the estimates. Estimated yield reflects only the income generated by an investment, and does not reflect changes in its price. Structured products, identified in the Security Description column, appear in various statement product categories. When displayed, accrued interest, annual income and yield for structured products with a contingent income feature (such as Range Accrued Notes or Contingent Income Notes) are estimates and assume specified accrual conditions are met during the relevant period and payment in full of all contingent interest. For Floating Rate Securities, the accrued interest, annual income and yield are estimates based on the current floating coupon rate and may not reflect historic rates within the accrual period. Treasury regulations require that we report on Form 1099-B, after the close of the tax year, your adjusted cost basis on the sale of covered securities acquired on or after January 1, 2011, and classify the gain or loss as either long-term or short-term. These regulations also require that we make basis adjustments on covered securities due to wash sales, certain corporate actions and transfers by gift or inheritance, which will be reflected on your Form 1099-B. Cost basis is reflected on statements for informational purposes and should not be used in the preparation of your income tax returns. Refer to the Expanded Disclosures for additional information.

CERTIFICATES OF DEPOSIT

Security Description	Trade Date	Face Value	Orig. Unit Cost Adj. Unit Cost	Orig. Total Cost Adj. Total Cost	Market Value	Unrealized Gain/(Loss)	Estimated Annual Income Accrued Interest	Yield %
WORLD FINANCIAL NETWORK BANK (JUMBO) WILMINGTON DE CD CUSIP 981999S71	8/30/11	200,000.000	\$100.000 \$100.000	\$200,000.00 \$200,000.00	\$203,818.00	\$3,818.00 LT	\$4,000.00 \$310.98	1.96
Unit Price: \$101.909; Coupon Rate 2.000%; Matures 09/07/2016; Interest Paid Monthly Oct 02; Yield to Maturity 1.002%; Issued 09/07/11; Maturity Value = \$200,000.00								

CERTIFICATES OF DEPOSIT	Face Value Percentage of Assets %	Orig. Total Cost Adj. Total Cost	Market Value	Unrealized Gain/(Loss)	Estimated Annual Income Accrued Interest	Yield %
	200,000.000	\$200,000.00 \$200,000.00	\$203,818.00	\$3,818.00 LT	\$4,000.00 \$310.98	1.96%

TOTAL CERTIFICATES OF DEPOSIT (incl.accr.int.)	Percentage of Assets %	Total Cost	Market Value	Unrealized Gain/(Loss)	Estimated Annual Income Accrued Interest	Yield %
	100.0%	\$200,000.00	\$204,128.98	\$3,818.00 LT	\$4,000.00 \$310.98	1.96%

TOTAL MARKET VALUE	Percentage of Assets %	Total Cost	Market Value	Unrealized Gain/(Loss)	Estimated Annual Income Accrued Interest	Yield %
	100.0%	\$200,000.00	\$204,128.98	\$3,818.00 LT	\$4,000.00 \$310.98	1.96%

TOTAL VALUE (includes accrued interest)

Unrealized Gain/(Loss) totals only reflect positions that have cost basis and/or market value information available. Cash, MMF, Deposits and positions stating 'Please Provide' are not included.





CLIENT STATEMENT | For the Period September 1-30, 2014

Active Assets Account
615-115505-245
CITY OF TAFT
C/O TERESA BINKLEY

Account Summary

CASH FLOW

	This Period (9/1/14-9/30/14)	This Year (1/1/14-9/30/14)
OPENING CASH, BDP, MMFs	—	—
Income	339.73	3,002.77
Total Investment Related Activity	\$339.73	\$3,002.77
Electronic Transfers-Debits	(339.73)	(3,002.77)
Total Cash Related Activity	\$(339.73)	\$(3,002.77)
Total Card/Check Activity	—	—
CLOSING CASH, BDP, MMFs	—	—

BALANCE SHEET (^ includes accrued interest)

	Last Period (as of 8/31/14)	This Period (as of 9/30/14)
Certificates of Deposit	\$204,287.70	\$204,128.98
Total Assets	\$204,287.70	\$204,128.98
Total Liabilities (outstanding balance)	—	—
TOTAL VALUE	\$204,287.70	\$204,128.98

GAIN/(LOSS) SUMMARY

	Realized This Period (9/1/14-9/30/14)	Realized This Year (1/1/14-9/30/14)	Unrealized Inception to Date (as of 9/30/14)
Long-Term Gain	—	—	\$3,818.00

INCOME AND DISTRIBUTION SUMMARY

	This Period (9/1/14-9/30/14)	This Year (1/1/14-9/30/14)
Interest	\$339.73	\$3,002.77
Total Taxable Income And Distributions	\$339.73	\$3,002.77
Total Tax-Exempt Income	—	—
TOTAL INCOME AND DISTRIBUTIONS	\$339.73	\$3,002.77

The Gain/(Loss) Summary, which may change due to basis adjustments, is provided for informational purposes and should not be used for tax preparation. Refer to Gain/(Loss) in the Expanded Disclosures.

Taxable and tax exempt income classifications are based on the characteristics of the underlying securities and not the taxable status of the account.

PERSONAL ACCOUNTS	RETIREMENT ACCOUNTS	EDUCATION ACCOUNTS	TRUST ACCOUNTS	BUSINESS ACCOUNTS
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Active Assets Account CITY OF TAFT
615-115505-245 C/O TERESA BINKLEY

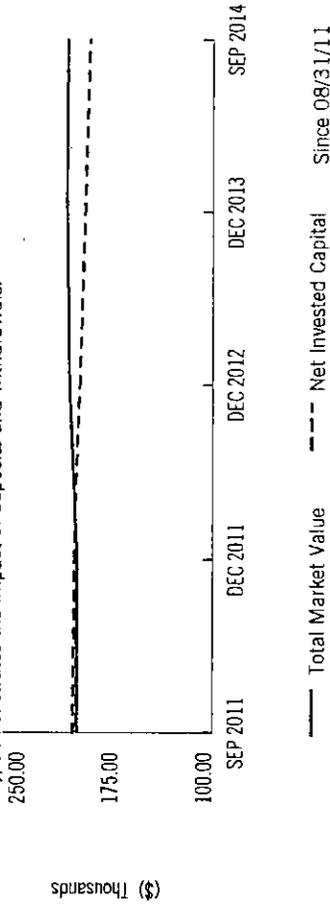
Account Summary

CHANGE IN VALUE OF YOUR ACCOUNTS (includes accrued interest)

	This Period (9/1/14-9/30/14)	This Year (1/1/14-9/30/14)
TOTAL BEGINNING VALUE	\$204,287.70	\$204,507.70
Credits	—	—
Debits	(339.73)	(3,002.77)
Security Transfers	—	—
Net Credits/Debits/Transfers	\$(339.73)	\$(3,002.77)
Change in Value	181.01	2,624.05
TOTAL ENDING VALUE	\$204,128.98	\$204,128.98

CHANGE IN VALUE OVER TIME

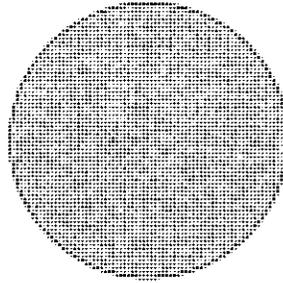
The display of market value (total account value) and net invested capital (total amount invested minus total withdrawn), demonstrates the impact of deposits and withdrawals.



This graph does not reflect corrections to Net Invested Capital or Market Value made subsequent to the dates depicted. It may exclude transactions in Annuities or positions where we are not the custodian, which could delay the reporting of Market Value or affect the Net Invested Capital.

ALLOCATION OF HOLDINGS

	Market Value	Percentage %
Certificates of Deposit ^	\$204,128.98	100.0
TOTAL VALUE ^	\$204,128.98	100.0%



Certificates of Deposit

This allocation represents holdings on a trade date basis, and projected settled Cash/BDP and MMF balances. These classifications are not intended to serve as a suitability analysis. ^ Includes Estimated Accrued Interest.





Morgan Stanley

EXHIBIT O

CLIENT STATEMENT | For the Period September 1-30, 2014

STATEMENT FOR:
CITY OF TAFT
C/O TERESA BINKLEY

RECEIVED

OCT 13 2014

CITY OF TAFT

Morgan Stanley Smith Barney LLC. Member SIPC.

TOTAL VALUE OF YOUR ACCOUNT (as of 9/30/14)
Includes Accrued Interest

\$204,128.98

Your Financial Advisor
Stephen Bernstein
First Vice President
Stephen.Bernstein@morganstanley.com
973 425-2305

Your Branch

1200 MT KEMBLE AVENUE
MORRISTOWN, NJ 07962-1903
Telephone: 973-539-6700; Alt. Phone: 800-755-4253; Fax: 973-425-2366

Client Service Center (24 Hours a Day; 7 Days a Week): 800-869-3326

Access Your Account Online: www.morganstanley.com/online

#BWNJGWM
00112427 02 AT 0.403 02 TR 00980 MSGDD46D 100000
CITY OF TAFT
C/O TERESA BINKLEY
209 EAST KERN STREET
TAFT CA 93268-3224



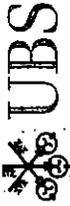
EXHIBIT N

**CITY OF TAFT
MORGAN STANLEY SMITHBARNEY INVESTMENT IN CERTIFICATE OF DEPOSIT
BALANCES AS OF 9/30/14**

INVESTMENT DESCRIPTION	COST AT PAR	INTEREST EARNED	TOTAL COSTS COST @ PAR+ ACCRUED INT.	MARKET VALUE	RATE OF RETURNS	ANTICIPATED INCOME (ANNUALIZED)	INTEREST PAYMENT DATES
WORLD FINANCIAL NETWORK BANK (JUMBO) WILMINGTON DE CD PURCHASED: 8/30/11/DUE: 9/7/16 FIRST COUPON: 9/30/11/ CALL: 9/17/16	\$ 200,000.00	\$ -	\$ 200,000.00	\$ 203,818.00	2.000%	\$4,000.00	Monthly
MORGAN STANLEY BANK	\$ -	\$ -	\$ -	\$ -			
ACCRUED INTEREST	\$ -	\$ -	\$ 310.98	\$ 310.98			
TOTAL INVESTMENTS	\$ 200,000.00	\$ -	\$ 200,310.98	\$ 204,128.98	2.000%	\$4,000.00	

TOTAL ANNUAL INTEREST INCOME FROM THESE INVESTMENTS:

\$4,000.00



Important information about your statement (continued)

individual security lots. The transaction data for individual lots may or may not reflect commissions, charges and other security reorganization events. Dividend and other reinvestment lots and systematic purchase lots are each combined to display one averaged lot. The "Trade date" column presents the original transaction trade date.

• Callable securities. Bonds and preferred stock that the issuer calls for early redemption will be selected impartially by lot from among all securities of that issue held in our name or in nominee name for our clients. Call feature information is obtained from third parties and its accuracy is not guaranteed. Other call features may exist which could affect yield; complete information will be provided upon request.

• Certificates of deposit (CDs). CDs are FDIC insured up to \$250,000 in principal and accrued interest per depositor and per depository institution, in accordance with FDIC rules.

• Price/value. Prices displayed for securities and other products may be higher or lower than the price that you would actually receive in the market. Prices are obtained from various third party sources which we believe to be reliable, but we do not guarantee their accuracy.

— We generally use the closing price when available or the mean of the bid and ask prices for listed securities and options or only bid prices for OTC securities.

— Less actively traded securities may be priced using a valuation model or the most recent price we obtained and may not reflect an actual market price or value.

— Certain positions may appear without a price and will show as "price was not available." If we are unable to obtain a price for a security,

— Deposits or securities denominated in currencies other than U.S. dollars are reflected at the exchange rate as of the statement date.

— For certain securities trading in non-conforming denominations, price and quantity (face value) may have been adjusted to facilitate proper valuation.

To obtain current quotations, when available, contact your Financial Advisor.

• Private investments and structured products. Private investment securities (including direct participation program and real estate investment trust securities) and structured products are generally highly illiquid. Certain structured products have not been registered with the Securities and Exchange Commission or under any state securities laws. We provide estimated values for private investment securities and structured products for informational purposes only. Accuracy is not guaranteed.

— These values may differ substantially from prices, if any, at which a private investment security or structured product may be bought or sold and do not necessarily represent the value you may receive upon liquidation.

— Third party estimates of value are as of a certain date and are supplied to UBS Financial Services on a regular basis by an independent valuation firm.

— Issuer, general partner or sponsor estimated values, if any, are supplied to the Firm by the issuer, general partner or sponsor and may be calculated based on different information from that used by third parties to derive their estimated values.

— You can obtain additional information regarding the methodology used to determine the estimate of value and the date of the information that is the basis for the estimate by contacting your Financial Advisor.

— Third party estimated values may be reflected as "Not priced" in several situations. When an independent valuation firm has not supplied or is unable to assign a value, when we become aware that a material event has occurred that may call a previously reported value into question, or when a value would be highly speculative due to the nature of the security.

— When neither an issuer, general partner or sponsor estimated value nor a third-party estimated value is provided, the value of the security will be different from its purchase price.

— "Distributions to date" may include return of capital, income or both.

— "Original unit size" represents the initial offering price per unit and may not reflect your cost basis.

• Restricted securities. Restricted securities generally are not currently eligible for public sale. UBS Financial Services uses the market price of the unrestricted stock of the same issuer as an imputed value for the restricted stock for purposes of this statement only. To the extent that restricted securities are eligible for sale, the value received may be substantially less than the imputed value shown.

• Est. (estimated) income, current yields and rates. An estimate of annual income is based on current dividend and interest rates, assuming the securities will be held for one year from statement date or until maturity. This estimate is only a guideline; accuracy and continued income are not guaranteed.

— Estimated annual income and current yield for certain types of securities could include a return of principal or capital gains in which case the est. income (and current yield) would be overstated.

— Actual annual income and current yield and the actual income and yield might be lower or higher than the estimated amounts.

— An estimate of annualized income (dividend and/or interest) divided by the current market value/average balance is based on the last dividend or interest payment made by the issuer and assumes the securities/deposits will be held for one year from the statement date or until maturity. Accuracy and continued yield are not guaranteed.

• Assets not held by UBS Financial Services. Certain assets are not held by the Firm and not within the Firm's possession or control. These assets are displayed on your statement for informational purposes only. Positions and values presented are provided by the issuing firm. UBS Financial Services is not responsible for this information and does not guarantee its accuracy. These assets are not protected by SIPC or the Firm's supplemental SPC coverage.

• Revenue sharing and additional compensation.

— In addition to commissions on sales and 12b-1 fees received in connection with the distribution of mutual funds to our clients we and/or our affiliate receive revenue sharing payments from distributors and/or advisors of the mutual funds that we sell. These amounts are based on two different components: (i) the amount of sales by UBS of a particular mutual fund family to our clients; and (ii) the asset value of a particular mutual fund family's shares held at the firm.

— We and our affiliate also receive networking and omnibus processing fees in consideration for transfer agent services that we provide to the mutual funds. These fees generally are paid from investor assets in the mutual fund and are a fixed dollar amount based on the

number of accounts at the broker-dealer holding mutual funds of that fund family.

— In addition to commissions received in connection with the sale or distribution of annuity contracts and unit investment trust units to our clients, we and/or our affiliate receive revenue sharing compensation from many of the insurance companies underwriting the annuity contracts, affiliates of the insurance companies or sponsors of the unit investment trusts we distribute.

— Our affiliates also receive trading commissions and other compensation from mutual funds and insurance companies whose products we distribute.

— We receive an annual fee from UBS Bank USA and UBS AG Stamford Branch of up to \$25 per account sweeping to the banks under the UBS Bank Sweep Programs.

• Activity

Information regarding commissions and other charges incurred in connection with the execution of trades, including option transactions has been included on confirmations previously furnished to you, and will be provided to you promptly on request.

• Short selling

If you are engaged in short selling a security, you may incur a charge due to certain borrowing costs for that particular security.

• Open orders

Regarding open or "good-till-cancelled" orders that were not executed by the statement date, open buy and sell stop orders are reduced by the amount of dividends or rights on an ex-dividend or ex-rights date unless instructed otherwise by you. You are responsible for orders that are executed due to your failure to cancel existing open orders.

• Tax withholding on distributions from UBS Financial Services IRAs

Federal tax law requires UBS Financial Services to withhold income tax from your taxable IRA distributions, but you may elect not to have income tax withheld or, instead, you may elect to have tax withheld at a rate of or in a fixed amount as you choose. Your election will remain in effect until revoked by you. You may revoke your election at any time by making a new election. If you do not have enough income tax withheld from your distributions, you may be responsible for the payment of estimated tax. You may incur penalties if the amounts withheld and your estimated tax payments are not equal to your tax obligation.

• Privacy

To obtain a copy of our current Client Privacy Notice, please contact your Financial Advisor or visit our website at www.ubs.com/privacypolicy.

UBS Financial Services is not a bank. The RMA, Business Services, Account BSA and IRMA are brokerage accounts which provide access to banking services and products through arrangements with affiliated banks and other third-party banks, and provides access to insurance and annuity products issued by unaffiliated third-party insurance companies through insurance agency subsidiaries of UBS Financial Services Inc.

Investment, insurance, and annuity products Not FDIC insured • No bank guarantee • May lose value

RMA, Resource Management Account, Business Services Account BSA, IRMA and International Resource Management

Account are registered service marks of UBS Financial Services Inc.

UBS Signature is a registered service mark of Visa International. UBS Visa Signature credit cards and UBS Visa debit cards are issued by UBS Bank USA with permission from Visa U.S.A. Incorporated.

UBS Financial Services Inc. Rev. 201407



UBS Financial Services Inc. (the Firm or UBS Financial Services), is a member of all principal securities, commodity and options exchanges. UBS Financial Services and UBS Bank USA are indirect subsidiaries of UBS AG and affiliates of UBS Securities LLC. The Firm's financial statement is available upon request. The Firm's executive offices are at:

UBS Financial Services Inc.
1200 Harbor Boulevard
Weehawken, NJ 07086

This statement represents the only official record of your UBS Financial Services account. Other records, except official tax documents, containing conflicting data should not be relied upon. If you believe there is an error or omission, please report it immediately in writing to the Branch Manager of the office serving your account.

Although all figures shown are intended to be accurate, statement data should not be used for tax purposes. Rely solely on year-end tax forms, (i.e., Form 1099, 5498, 10425, etc.) when preparing your tax return. The Firm is required by law to report to the IRS all taxable dividends, reportable non-taxable dividends and taxable interest earned on securities held in your account, net proceeds on sale transactions, and cost basis on certain covered securities.

Communications with the Firm

- Please re-confirm any oral communications in writing to further protect your rights, including your rights under the Securities Investor Protection Act (SIPA).
- If the financial institution on the top left of the front of this statement is not UBS Financial Services, UBS Financial Services carries your account as clearing broker by arrangement with the indicated institution. We informed you of this relationship when you opened this account. In this case, your funds and securities are located at UBS Financial Services, and not the introducing broker, and you must make a report of any error or omission to both firms.
- All account statements shall be deemed complete and accurate if not objected to in writing within 60 days.
- Please direct customer complaints or inquiries to the Firm's Client Relations Department at 201-352-1699 or toll-free at 800-954-9103, 8:00 A.M. to 6:00 P.M. ET Monday through Friday, or in writing to UBS Financial Services Inc., Client Relations Department, P.O. Box 766 Union City, NJ 07087.
- In case of errors or questions about an electronic funds transfer (EFT), bill payment or UBS Visa® debit card transactions, call 800-762-1000, or write to UBS Financial Services Inc., 1000 Harbor Blvd., 6th floor, Weehawken, NJ 07086, Attn: RMA/BSA Services.
- Call or write as soon as you can, if you think your statement or receipt is wrong or if you need more information. Call a transfer on the statement or receipt. The Firm or Card issuer (as applicable) must hear from you no later than 60 days after the Firm sent you the first statement on which the error or problem appeared.
 - Provide your name and account number (if any).
 - Describe the error or the transfer; you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - Provide the dollar amount of the suspected error.

Important information about your statement

The Firm or Card issuer will investigate your complaint and will correct any error promptly.

Please make all checks payable to the Firm or the financial institution indicated on the front of this statement. In addition to regular account fees, accounts may be subject to maintenance fees, charges for late payment for cash purchases and charges for unpaid amounts in securities. Accounts that are transferred to other institutions may be subject to a transfer fee.

UBS Sweep Options

UBS offers options for sweeping cash balances, balances to bank deposits at UBS Bank USA and UBS AG Stamford branch (Bank Sweep Programs), money market mutual funds (Money Funds) and the International Deposit Account (IDA) for customers with an International Resource Management Account. Through the Bank Sweep Programs, cash balances are swept to UBS Bank USA up to an established limit and then to UBS AG Stamford Branch, or a Money Fund. Deposits at UBS Bank USA are FDIC insured in accordance with FDIC rules. For more information please visit www.fdic.gov. Deposits at UBS AG Stamford Branch and shares of Money Funds are not insured by the FDIC.

Through the IDA, available to cash balances are swept to deposit accounts at UBS AG New York Branch and UBS AG Cayman Branch. These deposits are not insured by the FDIC. Balances held at the UBS AG Cayman Branch are temporarily exposed to the sovereign risk of the Cayman Islands, and there is no guarantee or other obligation of UBS AG to repay the balances while on the UBS Cayman's Branch's books.

Deposits at UBS Bank USA and each UBS AG Branch are not protected by SIPC. Money fund shares are protected by SIPC. See "UBS Financial Services Account Protection" below.

Upon your request, balances in the Bank Sweep Programs or IDA may be withdrawn, and shares of a Money Fund may be liquidated, and the proceeds returned to you or your securities account.

Further information about available sweep options, including current interest rates and yields, is available at www.ubs.com/swepoptions, from your financial Advisor or by calling 800-762-1000.

UBS Financial Services account protection

The Firm is a member of the Securities Investor Protection Corporation (SIPC), which protects securities accounts of its members up to \$500,000 (including \$250,000 for claims for cash). The SIPC asset protection limits apply to all accounts that you hold in a particular capacity.

The Firm, together with certain affiliates, has also purchased supplemental protection. The maximum amount payable to all eligible clients, collectively under this protection is \$500 million as of December 10, 2013.

Subject to the policy conditions and limitations, cash at the Firm is further protected for up to \$1.9 million in the aggregate for all your accounts held in a particular capacity. A full copy of the policy wording is available upon request.

The SIPC protection and the supplemental protection both do not apply to:

- Certain financial assets controlled by (and included in your account value) but held away from UBS Financial Services (e.g., certain (i) cash at UBS Bank, (ii) cash at UBS AG Stamford branch, (iii) insurance products, including variable annuities, and (iv) shares of mutual funds where such shares are registered directly in the name of the account

holder on the books and records of the applicable issuer or transfer agent);

- Certain investment contracts or investment interests (e.g., limited partnerships and private placements) that are not registered under the Securities Act of 1933; and
- Commodities contracts (e.g., foreign exchange and precious metal contracts), including futures contracts and commodity option contracts.

The SIPC protection and the supplemental protection do not apply to these assets even if they otherwise appear on your statement. The SIPC protection and the supplemental protection do not protect against changes in the market value of your investments (whether as a result of market movement, issuer bankruptcy or otherwise).

More information is available upon request. You may obtain more information about SIPC, including the SIPC Brochure, by contacting SIPC at 202-371-8300 or by visiting the SIPC website at www.sipc.org.

Dividend Reinvestment Program (DRIP)

The price reflected is an average price. You may obtain the actual price from your financial Advisor. Only whole shares are purchased under DRIP; partial shares will be sold and the cash will be deposited in your account. The dividend reinvestment price supplied by the issuer may differ from the market price at which the partial shares are sold.

Cash-in-lieu

Only whole units may be held in your account. If you are entitled to a partial unit as a result of a dividend payment or otherwise, the Firm will either sell partial units at market price or accept an amount determined by a registered clearing agency, and credit your account.

Investment objectives

The investment objectives and risk profile are specific to each account and may vary between. Please advise the Firm promptly in writing of any significant change in your financial situation or investment objectives. For each account held, you choose one of the following investment objectives:

- Produce Current Income. Investments seeking the generation of income only.
- Achieve Capital Appreciation. Investments seeking growth of principal rather than the generation of income.
- Prudent Combination of Income and Capital Appreciation. Investments seeking both the generation of income and growth of principal.

Overall risk profiles

- **Conservative.** Seeks to maintain initial principal, with low risk and volatility to the account overall, even if that means the account does not generate significant income or returns and may not keep pace with inflation.
- **Moderate.** Willing to accept some risk to principal and tolerate some volatility to seek higher returns.
- **Aggressive.** Willing to accept high risk to principal and high volatility to seek high returns over time.

Statement "householding"

We may consolidate all related account statements with the same address in the same envelope. Accounts may be related for this purpose because they have owners who also maintain joint account relationships with other clients at the same address. This practice is known as "householding." If you prefer to receive individual statements mailed in separate

envelopes — you may decline householding by calling your Financial Advisor.

Friendly account name

The friendly account name reflects information that you entered on the Firm's online services website. It is a customizable "nickname" chosen by you to assist you with record-keeping. It has no legal effect on your account. You can change your friendly account name, through Online Services or by contacting your Financial Advisor.

Account overview

- **Value of your account/ portfolio.** Net of assets and liabilities.
- **Assets.** Includes available cash balances; values for restricted security (est.) and Global Time Deposits, unrealized marks to market, and certain assets not held by the Firm. Does not include unpaired securities/ assets at the end of the prior and current statement periods, or private investments, unvested stock options and exercisable stock options.
- **Liabilities.** Includes debit balances, outstanding margin loans, credit line, short account balances.
- **Cash/money balances.** Total of uninvested available cash balances, plus UBS Bank USA deposit balances, UBS AG Stamford Branch deposit balances and money market mutual fund sweep balances, at the close of the statement period. Non-commodity free credit balances in your account are not segregated from other balances and the Firm may use funds of these funds in the ordinary course of its business. These funds are payable upon your demand. This total is included in the current period closing value.

Lending information

For detailed information on the Firm's lending practices and disclosures, refer to your Client Relationship Agreement or Account Agreement and the General Terms and Conditions. UBS Statement of Credit Practices available in Agreements and Disclosures at www.ubs.com/accounts/disclosures.

Your assets

Your statement itemizes securities and other assets held in the account at the end of the statement period. You may ask for delivery of fully paid securities at any time. You may receive securities sent to them collateral after paying any balance due on them. Any securities transferred to the Firm during the statement period are listed at market value as of the end of the statement period.

- **Cost basis.** In determining the cost basis of the securities included in this statement, where indicated with the number "1," UBS Financial Services has relied on information obtained from sources other than UBS Financial Services, including information from another firm or that you may have provided to your Financial Advisor. The Firm does not independently verify or guarantee the accuracy or validity of any information provided by sources other than UBS Financial Services.

In addition, although UBS Financial Services generally updates this information as it is received, the Firm does not provide any assurance that the information under "Cost basis" and "Unrealized gains/losses" is accurate as of the date of this statement. As such, please do not rely on this information to make purchase or sale decisions, for tax purposes or otherwise. Accounts transferred to the Firm may reflect gains/losses information only for the period of time they are held at the Firm. More historical information can be added by your Financial Advisor.

- **Unrealized gains/losses.** When data is available, estimated unrealized gains/losses are calculated for





Business Services Account
September 2014

Account name: CITY OF PARI
Account number: EM 16414 70

Your financial advisor:
EBERT, RICHARD
281-362-6360/866-215-5651

Account activity this month (continued)

Date	Activity	Description	Amount (\$)
Aug 29	Balance forward		\$1,513.14
Sep 3	Deposit	UBS BANK USA DEPOSIT ACCOUNT	110.41
Sep 4	Withdrawal	UBS BANK USA DEPOSIT ACCOUNT AS OF 09/03/14	-1,623.55
Sep 30	Closing UBS Bank USA Deposit Account		\$0.00

The UBS Bank USA Deposit Account is your primary sweep option.



Business Services Account
September 2014

Account name: CITY OF TAFT
Account number: EM 16414 70

Your Financial Advisor:
EBERT, RICHARD
281-362-6360/866-215-5651

Your assets > Fixed income > Certificates of deposit (continued)

Holding	Trade date	Total face value at maturity (\$)	Purchase price (\$)	Adjusted cost basis (\$)	Price on Sep 30 (\$)	Value on Sep 30 (\$)	Unrealized gain or loss (\$)	Holding period	
BARCLAYS BK DE US RATE 02.0500% MAT 07/30/2019 FIXED RATE CD ACCRUED INTEREST \$348.22 CUSIP 06740KHP5 EAI: \$2,050 Current yield: 2.07%	Jul 23, 14	100,000.000	100,000	100,000.00	99,164	99,164.00	-836.00	ST	
Total		\$1,340,000.000		\$1,340,000.00		\$1,339,780.40	-\$219.60		
Total accrued interest: \$2,435.49									
Total estimated annual income: \$15,049									

Your total assets

Fixed income	Value on Sep 30 (\$)	Percentage of your account	Cost basis (\$)	Estimated annual income (\$)	Unrealized gain or loss (\$)
Certificates of deposits	1,339,780.40		1,340,000.00	15,049.00	-219.60
Total accrued interest	2,435.49				
Total fixed income	1,342,215.89	100.00%	1,340,000.00	15,049.00	-219.60
Total	\$1,342,215.89	100.00%	\$1,340,000.00	\$15,049.00	-\$219.60

Account activity this month

For more information about the price/value shown for restricted securities, see Important information about your statement at the end of this document.

Date	Activity	Description	Your expense code	Quantity/ Face value	Price/Value (\$)	Cash amount (\$)	Cash and money balance (\$)
Aug 29		Cash and money balance					\$1,513.14
Sep 2	Interest	FIRSTBANK PUERTO RICO RT 00 6500% MAT 02/01/16 FIXED RATE CD PAID ON 09/01/14				110.41	1,623.55
		CUSIP: 33767ABNO					
Sep 3	Withdrawal	CHECK # 0001967975 TO CITY OF TAFT				-110.41	
Sep 3	Withdrawal	CHECK # 0001967976 TO CITY OF TAFT				-1,513.14	
Sep 30		Closing cash and money balance					\$0.00





UBS
September 2014

Account number: EM 16414 70

EBERT, RICHARD
281-362-6360/866-215-5651

Your assets • Fixed income • Certificates of deposit (continued)

Holding	Trade date	Total face value at maturity (\$)	Purchase price (\$)	Adjusted cost basis (\$)	Price on Sep 30 (\$)	Value on Sep 30 (\$)	Unrealized gain or loss (\$)	Holding period
GE CAPITAL FIN UT US								
RATE 01.3500% MAT 07/27/2016								
FIXED RATE CD								
ACCRUED INTEREST \$240.41								
CUSIP 36160WT74								
EAI: \$1,350 Current yield: 1.34%	Jul 23, 12	100,000.000	100,000	100,000.00	100.666	100,666.00	666.00	LT
ALLY BANK UT US								
RATE 00.7500% MAT 08/01/2016								
FIXED RATE CD								
ACCRUED INTEREST \$254.80								
CUSIP 02006LFY4								
EAI: \$1,500 Current yield: 0.75%	Jul 25, 14	200,000.000	100,000	200,000.00	99.575	199,150.00	-850.00	ST
GOLDMAN SACHS BANK NY US								
RATE 00.9000% MAT 01/30/2017								
FIXED RATE CD								
ACCRUED INTEREST \$305.76								
CUSIP 38147JV66								
EAI: \$1,800 Current yield: 0.90%	Jul 25, 14	200,000.000	100,000	200,000.00	99.617	199,234.00	-766.00	ST
GE CAP RETAIL BNK UT US								
RATE 01.8000% MAT 07/27/2017								
FIXED RATE CD								
ACCRUED INTEREST \$320.55								
CUSIP 36160NQR3								
EAI: \$1,800 Current yield: 1.78%	Jul 23, 12	100,000.000	100,000	100,000.00	101.257	101,257.00	1,257.00	LT
GE CAPITAL BANK UT US								
RATE 01.2500% MAT 08/01/2017								
FIXED RATE CD								
ACCRUED INTEREST \$287.67								
CUSIP 36162Y5K0								
EAI: \$1,750 Current yield: 1.26%	Jul 28, 14	140,000.000	100,000	140,000.00	99.351	139,091.40	-908.60	ST
AMERICAN EXP CENT UT US								
RATE 01.9500% MAT 08/01/2018								
FIXED RATE CD								
ACCRUED INTEREST \$320.55								
CUSIP 02587DQZ4								
EAI: \$1,950 Current yield: 1.93%	Jul 26, 13	100,000.000	100,000	100,000.00	101.167	101,167.00	1,167.00	LT

continued next page



Business Services Account
September 2014

Account name: CITY OF TAFT
Account number: EM 16414 70

Your Financial Advisor:
EBERT, RICHARD
281-362-6360/866-215-5651

Your assets

Some prices, income and current values shown may be approximate. As a result, gains and losses may not be accurately reflected. See *important information about your statement* at the end of this document for more information.

Cash

Cash and money balances

Holding	Opening balance on Sep 1 (\$)	Closing balance on Sep 30 (\$)	Price per share on Sep 30 (\$)	Average rate	Dividend/Interest period	Days in period	Cap amount (\$)
UBS BANK USA DEPA CCT	1,513.14	0.00					250,000.00

Fixed income

Certificates of deposit

Cost basis has been adjusted for accreted original issue discount (OID) on long-term (more than 1 year) CDs. Cost basis has been automatically adjusted for amortization of premium using the constant yield method on long-term (more than 1 year) CDs.

Holding	Trade date	Total face value at maturity (\$)	Purchase price (\$)	Adjusted cost basis (\$)	Price on Sep 30 (\$)	Value on Sep 30 (\$)	Unrealized gain or loss (\$)	Holding period
BANK INDIA NY US RATE 00.4500% MAT 07/29/2015 FIXED RATE CD ACCRUED INTEREST \$76.41 CUSIP 06278CVF9 EAI: \$449 Current yield: 0.45%	Jul 25, 14	100,000.000	100,000	100,000.00	99.895	99,895.00	-105.00	ST
AMERICAN EXP CENT UT US RATE 01.1000% MAT 08/03/2015 FIXED RATE CD ACCRUED INTEREST \$177.81 CUSIP 02587DKQ0 EAI: \$1,100 Current yield: 1.09%	Jul 23, 12	100,000.000	100,000	100,000.00	100.514	100,514.00	514.00	LT
FIRSTBANK PUERTO RICO RT 00.6500% MAT 02/01/16 FIXED RATE CD ACCRUED INTEREST \$103.28 CUSIP 33767ABNO EAI: \$1,300 Current yield: 0.65%	Jul 25, 14	200,000.000	100,000	200,000.00	99.821	199,642.00	-358.00	ST

continued next page





Business Services Account
September 2014

CITY OF IAFI
EM 1641470

Account name:
Account number:

Your Financial Advisor:
EBERT, RICHARD
281-362-6360/866-215-5651

UBS Bank USA Deposit Account APY

Interest period Aug 7 - Sep 7

Opening UBS Bank USA Deposit balance Aug 7	\$1,513.14
Closing UBS Bank USA Deposit balance Sep 7	\$0.00
Number of days in interest period	32
Average daily balance	\$1,276.71
Interest earned	\$0.00
Annual percentage yield earned	0.00%

Your investment objectives:

You have identified the following investment objectives for this account. If you have questions about these objectives, disagree with them, or wish to change them, please contact your Financial Advisor or Branch Manager. You can find a full description of the alternative investment objectives in *Important information about your statement* at the end of this document.

Your return objective:

Current income & capital appreciation

Your risk profile:

Primary - Moderate

Investment eligibility consideration - None selected

Your account instructions

- The account record was signed by your Financial Advisor and approved by a Principal of the Firm.
- Your account cost basis default closing method is FIFO, First in, First Out.



Business Services Account
September 2014

CITY OF TAFT
EM 16414 70

Account name:
Account number:

Your Financial Advisor:
EBERT, RICHARD
281-362-6360/866-215-5651

Change in the value of your account

	September 2014 (\$)	Year to date (\$)
Opening account value	\$1,344,666.55	\$505,385.19
Deposits, including investments transferred in	0.00	840,000.00
Withdrawals and fees, including investments transferred out	-1,623.55	-7,313.82
Dividend and interest income	110.41	7,313.82
Change in value of accrued interest	1,209.08	-616.70
Change in market value	-2,146.60	-2,552.60
Closing account value	\$1,342,215.89	\$1,342,215.89

Dividend and interest income earned

For purposes of this statement, taxability of interest and dividend income has been determined from a US tax reporting perspective. Based upon the residence of the account holder, account type, or product type, some interest and/or dividend payments may not be subject to United States (US) and/or Puerto Rico (PR) income taxes. The client monthly statement is not intended to be used and cannot be relied upon for tax purposes. Clients should refer to the applicable tax reporting forms they receive from UBS annually, such as the Forms 1099 and the Forms 480, for tax reporting information. It is the practice of UBS to file the applicable tax reporting forms with the US Internal Revenue Service and PR Treasury Department, and in such forms accurately classify dividends and/or interest as tax exempt or taxable income. Please consult your individual tax preparer.

	September 2014 (\$)	Year to date (\$)
Taxable interest	110.41	7,313.82
Total current year	\$110.41	\$7,313.82
Total dividend & interest	\$110.41	\$7,313.82

Summary of gains and losses

Values reported below exclude products for which gains and losses are not classified

	Realized gains and losses		Unrealized gains and losses (\$)
	September 2014 (\$)	Year to date (\$)	
Short term	0.00	0.00	-3,823.60
Long term	0.00	0.00	3,604.00
Total	\$0.00	\$0.00	-\$219.60

Cash activity summary

See Account activity this month for details. Balances in your Sweep Options are included in the opening and closing balances value. FDIC insurance applies only to deposits at UBS Bank USA, not to deposits at UBS AG, Stamford Branch or bank deposits placed through the UBS International Deposit Account program. SIPC protection applies to money market sweep fund holdings but not bank deposits. See Important information about your statement on the last two pages of this document for details.

	September 2014 (\$)	Year to date (\$)
Opening balances	\$1,513.14	\$0.00
<i>Additions</i>		
Deposits and other funds credited	0.00	840,000.00
Dividend and interest income	110.41	7,313.82
Proceeds from investment transactions	0.00	100,000.00
Total additions	\$110.41	\$947,313.82
<i>Subtractions</i>		
Other funds debited	-1,623.55	-7,313.82
Funds withdrawn for investments bought	0.00	-940,000.00
Total subtractions	-\$1,623.55	-\$947,313.82
Net cash flow	-\$1,513.14	\$0.00
Closing balances	\$0.00	\$0.00





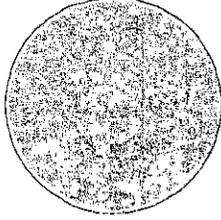
Your account balance sheet

The value of your account includes assets held at UBS and certain assets held away from UBS. See page 1 for more information.

Summary of your assets

	Value on September 30 (\$)	Percentage of your account
A Cash and money balances	0.00	0.00%
B Cash alternatives	0.00	0.00%
C Equities	0.00	0.00%
D Fixed income	1,342,215.89	100.00%
E Non-traditional	0.00	0.00%
F Commodities	0.00	0.00%
G Other	0.00	0.00%
Total assets	\$1,342,215.89	100.00%

Your current asset allocation



D

Value of your account

\$1,342,215.89

Eye on the markets

Index	Percentage change	
	September 2014	Year to date
S&P 500	-1.40%	8.34%
Russell 3000	-2.08%	6.95%
MSCI - Europe, Australia & Far East	-3.81%	-0.99%
Barclays Capital U.S. Aggregate Bond Index	-0.68%	4.10%

Interest rates on September 30, 2014

3-month Treasury bills: 0.02%

One-month LIBOR: 0.16%



UBS Financial Services Inc.
10001 Woodloch Forest Dr
Suite 100
The Woodlands TX 77380-1924

APZ3001535891 0914 X12 EM 0

Business Services Account

September 2014

CITY OF TAFT
ATTN MS TERESA BINKLEY
209 EAST KERN ST
TAFT CA 93268-3224

Account name: CITY OF TAFT

ATTN MS TERESA BINKLEY

Account number: EM 16414 70

Your Financial Advisor:

EBERT, RICHARD

Phone: 281-362-6360/866-215-5651

Questions about your statement?

Call your Financial Advisor or the
ResourceLine at 800-762-1000,
account 735016414.

Visit our website:

www.ubs.com/financialservices

Items for your attention

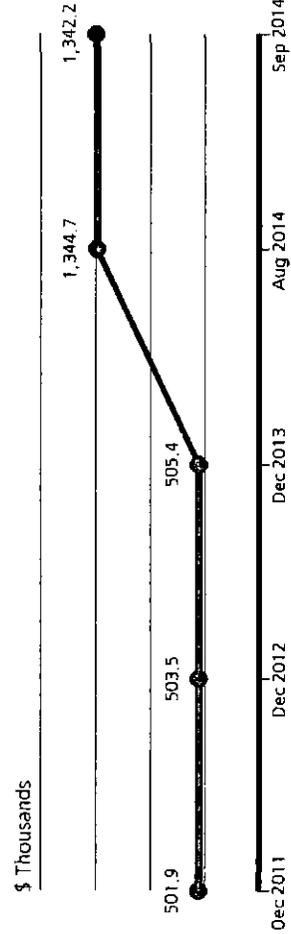
- Help protect yourself from fraud and review bank, credit card, and brokerage statements regularly. Also, get your free credit report annually from www.annualcreditreport.com.

Value of your account

	on August 29 (\$)	on September 30 (\$)
Your assets	1,344,666.55	1,342,215.89
Your liabilities	0.00	0.00
Value of your account	\$1,344,666.55	\$1,342,215.89
Accrued interest in value above	\$1,226.41	\$2,435.49

As a service to you, your portfolio value of \$1,342,215.89 includes accrued interest.

Tracking the value of your account



Sources of your account growth during 2014

Value of your account at year end 2013	\$505,385.19
Net deposits and withdrawals	\$832,686.18
Your investment return:	
Dividend and interest income	\$7,313.82
Change in value of accrued interest	-\$616.70
Change in market value	-\$2,552.60
Value of your account on Sep 30, 2014	\$1,342,215.89





September 2014

Your account information - continued

Definitions

Net worth

If you share assets with another person, the net worth figure above shows your portion only, based upon instructions you provided.

Account risk profile

Moderate: Willing to accept some risk to principal and tolerate some volatility to seek higher returns.

Investment objective

Produce a combination of income and capital appreciation: Investments seeking both the generation of income and growth of principal.



UBS Financial Services Inc.
10001 Woodloch Forest Dr
Suite 100
The Woodlands TX 77380-1924

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www.ubs.com/vfs

OCT 08 2014

CITY OF TAFT

Your Financial Advisor
EBERT, RICHARD
Phone: 281-362-6360/866-215-5651

September 2014

00002945 02 AT 0.403 02 TR 00020 B301B041 110000 edg
CITY OF TAFT
ATTN MS TERESA BINKLEY
209 EAST KERN ST
TAFT CA 93268-3224



Your account information

Our records reflect the following information for your account. Please note: the investment objective and risk profile are specific for each account. Accounts may have different risk profiles and investment objectives. Following are your risk profile and the answers you provided to our profiling questions regarding investment objective, risk tolerance, risk/return objective and time horizon.

Why this is important

This information is used when preparing investment recommendations for you. Your periodic review helps to ensure that we have current and accurate information on file.

What you need to do

If changes to your address or account information are required now or in the future, please notify your Financial Advisor by telephone or in writing at the address above.

Disclosure

We are providing this notice to you per Securities and Exchange Commission regulations designed to protect individual investors and ensure the suitability of our investment recommendations.

Information for CITY OF TAFT ATTN MS TERESA BINKLEY

Telephone number.....	661-763-1350 X18	Annual income	\$6,000,000	Knowledge of investments	Good understanding
Employment status	N/A	Liquid asset	\$1,000,000	Percent of total investable assets held at UBS	Client has decline to answer
Occupation	N/A	Net worth (excluding primary residence)	\$6,000,000		
Employed by / affiliated with broker / dealer?	N/A	Years you have held investment accounts	3		
Account number	EM 16414	Investment objective	Produce capital appreciation and current income	Risk / Return objective	Moderate fluctuations, moderate returns
Account name	CITY OF TAFT ATTN MS TERESA BINKLEY	Account risk profile	Moderate	Time horizon	3 - 6 years
				Short-term liquidity	No



EXHIBIT L

**CITY OF TAFT
UBS FINANCIAL SERVICES INC.
BALANCES AS OF 9/30/14**

INVESTMENT DESCRIPTION	COST AT PAR	INTEREST EARNED	TOTAL COSTS COST @ PAR+ ACCRUED INT.	MARKET VALUE	RATE OF RETURNS	ANTICIPATED INCOME (ANNUALIZED)	INTEREST PAYMENT DATES
Bank India NY US (PTMISEA) PURCHASED: 7/30/14 DUE: 7/29/15	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 99,895.00	0.450%	\$ 450.00	MONTHLY
Ally Bank UT US (PTMISEA) PURCHASED: 7/30/14 DUE: 8/1/16	\$ 200,000.00	\$ -	\$ 200,000.00	\$ 199,150.00	0.750%	\$ 1,500.00	MONTHLY
Goldman Sachs Bank NY US PURCHASED: 7/30/14 DUE: 1/30/17	\$ 200,000.00	\$ -	\$ 200,000.00	\$ 199,234.00	0.900%	\$ 1,800.00	MONTHLY
Barclays BK DE US PURCHASED: 7/30/14 DUE: 7/30/19	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 99,164.00	2.050%	\$ 2,050.00	MONTHLY
AMERICAN EXP CENT UT US PURCHASED: 8/1/13 DUE: 8/01/18 FIRST COUPON: 9/1/13/ CALL: 8/01/18	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 101,167.00	1.950%	\$ 1,950.00	MONTHLY
AMERICAN EXP CENT UT US (PTMISEA) PURCHASED: 8/07/12/ DUE: 8/03/15 FIRST COUPON: 9/07/12/ CALL: 8/03/15	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 100,514.00	1.110%	\$ 1,100.00	MONTHLY
GE CAPITAL FIN UT US (PTMISEA) PURCHASED: 7/27/12/ DUE: 7/27/16 FIRST COUPON: 7/27/12/ CALL: 7/27/16	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 100,666.00	1.350%	\$ 1,350.00	MONTHLY
GE CAP RETAIL BNK UT US PURCHASED: 7/27/12/ DUE: 7/27/17 FIRST COUPON: 7/27/12/ CALL: 7/27/17	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 101,257.00	1.800%	\$ 1,800.00	MONTHLY
FIRST BANK PUERTO RICO (PTMISEA) PURCHASED: 8/1/14 DUE: 2/1/16	\$ 200,000.00	\$ -	\$ 200,000.00	\$ 199,642.00	0.650%	\$ 1,300.00	MONTHLY
GE CAPITAL BANK UT US (PTMISEA) PURCHASED: 8/1/14 DUE: 8/1/17	\$ 140,000.00	\$ -	\$ 140,000.00	\$ 139,081.40	1.250%	\$ 1,750.00	MONTHLY
CASH AND MONEY BALANCE	\$ -	\$ -	\$ -	\$ -			
ACCRUED INTEREST	\$ -	\$ -	\$ 2,435.49	\$ 2,435.49			
UNREALIZED GAINS AND LOSSES	\$ -	\$ -	\$ -	\$ -			
GRANT FUNDS (RESTRICTED USE)	\$ 840,000.00	\$ -	\$ 840,000.00	\$ 838,958.40		\$ 7,450.00	
POOLED FUNDS (UNRESTRICTED)	\$ 500,000.00	\$ -	\$ 500,000.00	\$ 500,822.00		\$ 7,600.00	
TOTAL INVESTMENTS	\$ 1,340,000.00	\$ 0.00	\$ 502,435.49	\$ 503,257.49	1.228%	\$ 15,050.00	

TOTAL ANNUAL INTEREST INCOME FROM THESE INVESTMENTS: \$ 15,050.00

CONDITIONS AND DISCLOSURES

CODES, ABBREVIATIONS AND EXPLANATIONS

EXCHANGE WHERE EXECUTED

- 1 New York Stock Exchange
- 2 Pacific Stock Exchange
- 3 Philadelphia Stock Exchange
- 4 Chicago Stock Exchange
- 5 American Stock Exchange
- 6 Other Markets
- 7 Over the Counter
- 8 Morgan Stanley Smith Barney LLC as principal which may result in a profit to Morgan Stanley Smith Barney LLC.

EXECUTION CODE

- 1, 2, 3, 4, 5, 9, F, L, P, T, V OR W: As agent we have bought or sold for your account
- 6: As agent for another we have sold to you or bought from you
- 7, C, E, G, N, OR S: As principal we sold to you or bought from you for our own account
- 8 OR U: Prospectus/Official Statement
- A, B, C, X, Y, OR Z: Primary and Secondary Unit Trust or listed and OTC when issued Securities
- K: Precious Metals
- M, R: Mutual Funds

OTHER ABBREVIATIONS

- ELTR Estimated Long Term Return
- CR Current Return
- PV Par Value

FINAL PROSPECTUS/OFFERING DOCUMENTATION AVAILABLE

Indicates that these securities/instruments are being sold (i) pursuant to an SEC registration statement or where a prospectus is otherwise required, (ii) in the case of certain exempted securities or certificates of deposit (CDs), either where offering documentation is required or there is an agreement or policy to deliver offering documentation. For assistance obtaining a copy of the final prospectus/offering documentation relating to these securities, you may contact us at 800-584-6837.

CHARGES AND FEES

- CHARGE** Represents the markup/down from the wholesaler's or dealer's price.
- FSCF** Represents a pass through of Foreign Securities clearance fees incurred by Morgan Stanley Smith Barney LLC for this transaction.
- SUPPLEMENTAL TRANSACTION FEE** Represents fee to offset additional expenses associated with processing certain transactions.
- PROCESSING FEE** Represents processing charges for certain executed orders.
- CDSC** Represents Contingent Deferred Sales Charge.
- DSC** Represents Deferred Sales Charge.

BACKUP WITHHOLDING

Under Federal Income Tax Law, the customer is required to provide Morgan Stanley Smith Barney LLC with a certification of the customer's Social Security or Taxpayer Identification Number. In the absence of such certification, Morgan Stanley Smith Barney LLC is required to withhold taxes from the proceeds of sales at the current withholding rate.

GROSS PROCEEDS

If the transaction being confirmed is a sale or a redemption, this information will be furnished to the Internal Revenue Service.

SECURITY MEASURES

Your Morgan Stanley Smith Barney LLC trade confirmation features an embedded security element to safeguard its authenticity. It is a unique security mark -- a blue rectangle in heat-sensitive blue ink. When exposed to warmth, the blue rectangle will disappear, and then reappear.

CONDITIONS

IT IS AGREED THAT

All transactions are subject to the rules, regulations, requirements and customs of the exchange or market (and its clearing agency, if any) where executed, the regulations of the Federal Reserve Board and the Securities and Exchange Commission.

Payment for securities purchased must be received by us no later than the Settlement Date indicated on the reverse side hereof. Payments not received by Settlement Date may be subject to late payment fees.

Securities held in margin accounts or purchased but not yet paid for in cash accounts may be hypothecated by Morgan Stanley Smith Barney LLC under circumstances which will permit the commingling thereof with securities of other clients.

Securities sold "long" must be on deposit in your account(s) or delivered to us by Settlement Date.

Morgan Stanley Smith Barney LLC will furnish, upon written request, the date and time when the transaction took place, the name of the other party to the transaction and the source and amount of any other remuneration received or to be received by Morgan Stanley Smith Barney LLC in connection with the transaction.

Morgan Stanley Smith Barney LLC and/or its affiliates may accept benefits that constitute payment for order flow. Details regarding these benefits will be furnished upon written request.

Debt securities may be redeemed in whole or in part before maturity, and such a redemption could affect any yield represented in this trade confirmation. Additional information is available upon request.

Credit rating(s), if any, contained on this trade confirmation were provided by an unaffiliated third party. In some instances the credit rating shown is based on the issuer's credit ranking and not the credit rating of the specific security purchased or sold. For an explanation of credit ratings for bonds, please see www.morganstanley.com/wealth/investmentsolutions/creditratings.asp, or request a copy from your Financial Advisor.

Insurance trades are subject to carrier underwriting approval.

Any inquiries regarding this transaction should be made by using the telephone number provided on the reverse side.

This transaction is conclusive and binding if not objected to in writing within five days of receiving this trade confirmation.

All Good Till Cancelled (GTC) orders have an expiration date, which is displayed on the front of this notice. Until expiration, all open orders are considered good until cancelled by you or executed by us. When entering a substitute order or changing an existing order, the responsibility for canceling the original order rests upon the customer. Therefore, if a customer fails to cancel an existing order, transactions resulting from the execution of both the original and new order(s) will be entered in the customer's account.

NOTICE TO MUNICIPAL ENTITIES: unless we have agreed otherwise in writing, we are not acting as a municipal advisor under the Dodd-Frank Act.

This agreement shall inure to the benefit of any successor or assigns of Morgan Stanley Smith Barney LLC.

Morgan Stanley

This transaction is confirmed in accordance
with the information provided on the
Conditions and Disclosures page.



#BWNJGWM
CITY OF TAFT
C/O TERESA BINKLEY, BEN MANGUM &
CRAIG JONES
209 E. KERN STREET
TAFT CA 93268-3224

95P 259 000450

Exchange Code: 8
Execution Code: E
Your Account Number: 117-066979-0-235
Cash Account - Active Assets
Your Financial Advisor
RUPERT GREGORIO
9100 MING AVENUE, SUITE 205
BAKERSFIELD, CA 93311
(661) 663-8100

You Bought
Trade Date 09/15/14 for Settlement on 09/18/14

Quantity	100,000	Price	99.95	Settlement Amount
Description: ST BK OF INDIA CD NEW YORK CITY NY CD MATURES 09/11/2017 COUPON 1.40% FIXED COUPON PAYABLE SEMI-ANNUALLY ON MARCH AND SEPTEMBER 11th ISSUE DATE 09/11/2014 FIRST COUPON DATE 03/11/2015 YIELD TO MATURITY 1.417% INTEREST PAID SEMI-ANNUALLY DIC INSURED WITHIN APPLICABLE LIMITS ***** *CD DISCLOSURE STATEMENT IS AVAILABLE AT THE FOLLOWING *WEBSITE: *www2.morganstanley.com/wealth/disclosures/pdfs/cd_DS.pdf *FINAL PROSPECTUS/OFFERING DOCUMENTATION AVAILABLE. ***** PRICE MAY BE GREATER THAN THE INSURED AMOUNT				Principal \$99,950.00 Interest 26.85 Net Amount <u>\$99,976.85</u>
Morgan Stanley Smith Barney LLC. Member SIPC. The transaction may have been executed with Morgan Stanley & Co. LLC, an affiliate, which may receive compensation for any such services.				Security No. 856284Z80



CONDITIONS AND DISCLOSURES

CODES, ABBREVIATIONS AND EXPLANATIONS

EXCHANGE WHERE EXECUTED

- 1 New York Stock Exchange
- 2 Pacific Stock Exchange
- 3 Philadelphia Stock Exchange
- 4 Chicago Stock Exchange
- 5 American Stock Exchange
- 6 Other Markets
- 7 Over the Counter
- 8 Morgan Stanley Smith Barney LLC as principal which may result in a profit to Morgan Stanley Smith Barney LLC.

EXECUTION CODE

- 1, 2, 3, 4, 5, 9, F, L, P, T, V OR W: As agent we have bought or sold for your account
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- 7, C, E, G, N, OR S: As principal we sold to you or bought from you for our own account
- B OR U: Prospectus/Official Statement
- A, B, C, X, Y, OR Z: Primary and Secondary Unit Trust or listed and OTC when issued Securities
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OTHER ABBREVIATIONS

- ELTR Estimated Long Term Return
- CR Current Return
- PV Par Value

FINAL PROSPECTUS/OFFERING DOCUMENTATION AVAILABLE

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CONDITIONS

IT IS AGREED THAT

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Payment for securities purchased must be received by us no later than the Settlement Date indicated on the reverse side hereof. Payments not received by Settlement Date may be subject to late payment fees.

Securities held in margin accounts or purchased but not yet paid for in cash accounts may be hypothecated by Morgan Stanley Smith Barney LLC under circumstances which will permit the commingling thereof with securities of other clients.

Securities sold "long" must be on deposit in your account(s) or delivered to us by Settlement Date.

Morgan Stanley Smith Barney LLC will furnish, upon written request, the date and time when the transaction took place, the name of the other party to the transaction and the source and amount of any other remuneration received or to be received by Morgan Stanley Smith Barney LLC in connection with the transaction.

Morgan Stanley Smith Barney LLC and/or its affiliates may accept benefits that constitute payment for order flow. Details regarding these benefits will be furnished upon written request.

Debt securities may be redeemed in whole or in part before maturity, and such a redemption could affect any yield represented in this trade confirmation. Additional information is available upon request.

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Insurance trades are subject to carrier underwriting approval.

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NOTICE TO MUNICIPAL ENTITIES: unless we have agreed otherwise in writing, we are not acting as a municipal advisor under the Dodd-Frank Act.

This agreement shall inure to the benefit of any successor or assigns of Morgan Stanley Smith Barney LLC.

Morgan Stanley

Morgan Stanley

RECEIVED

SEP 18 2014

This transaction is confirmed in accordance with the information provided on the Conditions and Disclosures page.

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001 of 002



00009695 01 MB 0.432 01 TR 00045 MSCNPNA1

CITY OF TAFT

#BWNJGWM
CITY OF TAFT
C/O TERESA BINKLEY, BEN MANGUM &
CRAIG JONES
209 E. KERN STREET
TAFT CA 93268-3224



Exchange Code: 8
Execution Code: E
Your Account Number: 117-066979-0-235
Cash Account - Active Assets

Your Financial Advisor
RUPERT GREGORIO
9100 MING AVENUE, SUITE 205
BAKERSFIELD, CA 93311
(661) 663-8100



You Bought
Trade Date 09/15/14 for Settlement on 09/19/14

Quantity	140,000	Price	100.00	Settlement Amount
Description: GE CAP BK CD SALT LAKE CITY UT CD MATURES 09/19/2018 COUPON 1.85% FIXED COUPON PAYABLE SEMI-ANNUALLY ON MARCH AND SEPTEMBER 19th ISSUE DATE 09/19/2014 FIRST COUPON DATE 03/19/2015 YIELD TO MATURITY 1.850% INTEREST PAID SEMI-ANNUALLY PLEASE PROMPTLY NOTIFY YOUR FINANCIAL ADVISOR OR BRANCH MANAGER IF YOU HAVE ANY QUESTIONS OR CONCERNS REGARDING YOUR AUTHORIZATION OF THIS TRANSACTION OR ITS TERMS. FDIC INSURED WITHIN APPLICABLE LIMITS ***** *CD DISCLOSURE STATEMENT IS AVAILABLE AT THE FOLLOWING *WEBSITE: *www2.morganstanley.com/wealth/disclosures/pdfs/cd_DS.pdf *FINAL PROSPECTUS/OFFERING DOCUMENTATION AVAILABLE. *****				Principal \$140,000.00 Net Amount \$140,000.00
Morgan Stanley Smith Barney LLC. Member SIPC. The transaction may have been executed with Morgan Stanley & Co. LLC, an affiliate, which may receive compensation for any such services.				Security No. 36161T2Y0

Standard Disclosures

The following Disclosures are applicable to the enclosed statement(s). Expanded Disclosures are attached to your most recent June and December statement (or your first Statement if you have not received a statement for those months). The Expanded Disclosures are also available by selecting Account Documents when you log on to www.morganstanley.com/online or, call 800-869-3326.

Questions?

Questions regarding your account may be directed to your Financial Advisor or the Branch Manager for the branch office where you maintain your account. If you require further assistance, call Client Service Center at (800) 869-3326 or for account-related concerns call our Client Advocate at (866) 227-2256.

Errors and Inquiries

It is your responsibility to review your statement promptly and to seek immediate clarification about entries that you do not understand or believe were made in error by contacting the Branch Manager of the office where you maintain your account. *Oral communications* regarding any inaccuracy or discrepancy in this statement should be re-confirmed in writing to further protect your rights, including rights under the Securities Investor Protection Act (SIPA). Your statement will be deemed correct unless we receive a written inquiry of a suspected error. See your account documentation for special rules regarding your rights and responsibilities with respect to erroneous electronic fund transfers, including a description of the transfers covered.

Availability of Free Credit Balances and Financial Statements

Under the customer protection rules of the SEC (17 CFR §240.15c3-3), we may use funds comprising free credit balances carried for customer accounts here, provided that these funds are payable to customers on demand (i.e., are free of a lien or right of set-off in our favor or on behalf of some third party to whom you have given control). A financial statement of this organization is available for your personal inspection at its offices, or a copy will be mailed to you upon your written request.

Listed Options

Information with respect to commissions and other charges related to the execution of options transactions has been included in confirmations of such transactions previously furnished to you and such information will be made available to you promptly at your request. Promptly advise us of any material change in your investment objectives or financial situation.

Important Information if you are a Margin Customer (not available for certain retirement accounts)

If you have margin privileges, you may borrow money from us in exchange for pledging assets in your accounts as collateral for any outstanding margin loan. The amount you may borrow is based on the

value of the eligible securities in your margin accounts. If a security has eligible shares, the number of shares pledged as collateral will be indicated below the position.

Margin Interest Charges

We calculate interest charges on margin loans as follows: (1) multiply the applicable margin interest rate by the daily close of business net settled debit balance, and (2) divide by 360 (days). Margin interest accrues daily throughout the month and is added to your debit balance at month-end. The month-end interest charge is the sum of the daily accrued interest calculations for the month. We add the accrued interest to your debit balance and start a new calculation each time the applicable interest rate changes and at the close of every statement month. For current margin loan interest rates, go to www.morganstanley.com/online/MIRates.

Information regarding Special Memorandum Account

If you have a Margin Account, this is a combined statement of your Margin Account and Special Memorandum Account maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve System. The permanent record of the Special Memorandum Account as required by Regulation T is available for your inspection at your request.

Important Information About Auction Rate Securities

Due to market conditions, certain Auction Rate Securities experience no or limited liquidity. Therefore, the price(s) for any Auction Rate Securities shown on this statement may not reflect the price(s) you would receive upon a sale at auction or in a secondary market transaction, and are not an indication of any offer to purchase at such price.

Structured Products

Structured Products are complex products and may be subject to special risks. Investors should consider the concentration risk of owning the related security and their total exposure to any underlying asset. Structured Products may not perform in a manner consistent with the statement product category in which they appear and therefore may not satisfy portfolio asset allocation needs for that category.

Security Measures

This statement features several embedded security elements to safeguard its authenticity. One is a unique security mark--a blue rectangle printed in heat-sensitive ink on the back of every page. When exposed to warmth, the blue rectangle will disappear, and then reappear.

SIPC Protection

We are a member of Securities Investor Protection Corporation (SIPC), which protects securities of its customers up to \$500,000 (including \$250,000 for claims for cash). An explanatory brochure is available

upon request or at www.sipc.org. Losses due to market fluctuation are not protected by SIPC, and assets not held with us may not be covered by SIPC protection. To obtain information about SIPC, including an explanatory SIPC brochure, contact SIPC at 1-202-371-8300 or visit www.sipc.org.

Transaction Dates and Conditions

Upon written request, we will furnish the date and time of a transaction and the name of the other party to a transaction. We and/or our affiliates may accept benefits that constitute payment for order flow. Details regarding these benefits and the source and amount of any other remuneration received or to be received by us in connection with any transaction will be furnished upon written request.

Equity Research Ratings Definitions and Consulting Group Investment Advisory Statutes

Some equity securities may have research ratings from Morgan Stanley & Co. LLC or Standard & Poor's. Research ratings are the research providers' opinions and not representations or guarantees of performance. For more information about each research providers rating system, see the Research Ratings and CG IAR Status Definitions on your most recent June or December statement (or your first statement if you have not received a statement for those months), go to www.morganstanley.com/online or refer to the research provider's research report. Research reports contain more complete information concerning the analyst's views and you should read the entire research report and not infer its contents from the rating alone. If your account contains an advisory component or is an advisory account, CG IAR statutes apply.

Credit Ratings from Moody's Investors Service and Standard & Poor's

The credit rating from Moody's Investors Service and Standard & Poor's may be shown for certain securities. All credit ratings represent the opinions of the provider and are not representations or guarantees of performance. Your Financial Advisor will be pleased to provide you with further information or assistance in interpreting these credit ratings.

Revised 08/2014



X



CLIENT STATEMENT | For the Period September 1-30, 2014

Active Assets Account
117-066979-235
CITY OF TAFT
C/O TERESA BINKLEY, BEN MANGUM &

Account Detail

REALIZED GAIN/(LOSS) DETAIL

LONG-TERM GAIN/(LOSS)

Security Description	Date Acquired	Date Sold	Quantity	Sales Proceeds	Orig / Adj Total Cost	Realized Gain/(Loss)	Comments
WORLD JUMBO CD	1 1/2 9-22-14	09/13/11	09/22/14	100,000.00	\$100,000.00	\$0.00	
Long-Term This Period				\$100,000.00	\$100,000.00	\$0.00	
Long-Term Year to Date				\$340,000.00	\$340,000.00	\$0.00	
Net Realized Gain/(Loss) This Period				\$100,000.00	\$100,000.00	\$0.00	
Net Realized Gain/(Loss) Year to Date				\$340,000.00	\$340,000.00	\$0.00	

Treasury regulations require that we report adjusted cost basis on the sale of covered securities acquired on or after January 1, 2011, and classify the gain or loss as either long-term or short-term. These regulations require that we make basis adjustments on covered securities due to wash sales, certain corporate actions and transfers by gift or inheritance, which will be reflected on Form 1099-B. This section may not reflect all of the basis adjustments we are required to make for tax reporting purposes, and should not be used for tax preparation. Refer to the Expanded Disclosures.

MESSAGES

Consolidated Statement of Financial Condition (In Millions of Dollars)

At June 30, 2014 Morgan Stanley Smith Barney LLC had net capital of \$4,511 which exceeded the Securities and Exchange Commission's minimum requirement by \$4,336. A copy of the Morgan Stanley Smith Barney LLC Consolidated Statement of Financial Condition at June 30, 2014 can be viewed online at: http://www.morganstanley.com/about/ir/shareholder/morganstanley_smithbarney_llc.pdf or may be mailed to you at no cost by calling 1 (866) 825-1675, after September 15, 2014.

Sign up for eDelivery of your Statements Today

Would you like to receive your Statements and other documents faster, more securely and with the added benefit of reducing paper mail? Simply visit www.morganstanley.com/eDelivery to set your eDelivery preferences today. Please note, if you have not already, you will first need to register for Morgan Stanley Online to make your eDelivery selections.

CLIENT STATEMENT | For the Period September 1-30, 2014

Active Assets Account
117-066979-235

CITY OF TAFT
C/O TERESA BINKLEY, BEN MANGUM &

Account Detail

ACTIVITY

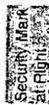
CASH FLOW ACTIVITY BY DATE

Transaction Settlement Date	Date	Activity Type	Description	Comments	Quantity	Price	Credits/(Debits)
9/2	9/2	Interest Income	WORLD JUMBO CD 1500 14SP22	CUSIP: 981999U52			\$127.40
9/15	9/19	Bought	GE CAP BK CD 1850 18SP19		140,000.000	100.0000	(140,000.00)
9/15	9/18	Bought	ST BK OF INDIA CD 1400 17SP11	ACCRUED INTEREST	100,000.000	99.9500	(99,976.85)
9/16	9/16	Interest Income	ORIENTAL B&T CD 0900 *17MY16	CUSIP: 686184TH5			90.20
9/22	9/22	Interest Income-Adj	WORLD JUMBO CD 1500 14SP22	CUSIP: 981999U52			82.19
	9/22	Redemption	ACCRUED BOND INTEREST				
	9/22	Redemption	WORLD JUMBO CD 1500 14SP22	REDEMPTION OF MATURED BOND	100,000.000	100.0000	100,000.00
	9/30	Interest Income	MORGAN STANLEY BANK N.A. (Period 08/29-09/30)	CUSIP: 981999U52			
	9/30	Interest Income	MORGAN STANLEY PRIVATE BANK NA (Period 08/29-09/30)				1.64
NET CREDITS/(DEBITS)							0.02
							\$(139,675.40)

Purchase and Sale transactions above may have received an average price execution. Details regarding the actual prices are available upon request.

MONEY MARKET FUND (MMF) AND BANK DEPOSIT PROGRAM ACTIVITY

Date	Activity Type	Description	Credits/(Debits)
9/3	Automatic Investment	BANK DEPOSIT PROGRAM	\$127.40
9/17	Automatic Investment	BANK DEPOSIT PROGRAM	
9/18	Automatic Redemption	BANK DEPOSIT PROGRAM	90.20
9/19	Automatic Redemption	BANK DEPOSIT PROGRAM	(99,976.85)
9/23	Automatic Investment	BANK DEPOSIT PROGRAM	(140,000.00)
9/30	Automatic Investment	BANK DEPOSIT PROGRAM	100,082.19
9/30	Automatic Investment	BANK DEPOSIT PROGRAM	1.64
NET ACTIVITY FOR PERIOD			0.02
			\$(139,675.40)





CLIENT STATEMENT | For the Period September 1-30, 2014

Active Assets Account
117-066979-235
CITY OF TAFT
C/O TERESA BINKLEY, BEN MANGUM &

Account Detail

CERTIFICATES OF DEPOSIT

Security Description	Trade Date	Face Value	Orig. Unit Cost Adj. Unit Cost	Orig. Total Cost Adj. Total Cost	Market Value	Unrealized Gain/(Loss)	Estimated Annual Income Accrued Interest	Yield %
GE CAP RET BK DRAPER UT CD CUSIP 36157QGQ4	7/2/12	56,000.00	\$100.000 \$100.000	\$56,000.00 \$56,000.00	\$56,094.64	\$94.64 LT	\$308.00 \$143.95	0.54
<i>Unit Price: \$100.169; Coupon Rate 1.100%; Matures 01/06/2015; Int. Semi-Annually Jan/Jul 06; Issued 07/06/12; Maturity Value = \$56,000.00</i>								
CIT BANK SALT LAKE CITY CD CUSIP 17284AWC8	8/11/11	34,000.00	100.000 100.000	34,000.00 34,000.00	34,161.84	161.84 LT	213.00 50.81	0.62
<i>Unit Price: \$100.476; Coupon Rate 1.250%; Matures 02/17/2015; Int. Semi-Annually Feb/Aug 17; Issued 08/17/11; Maturity Value = \$34,000.00</i>								
GOLDMAN SACHS CD NEW YORK NY CD CUSIP 38143AU37	11/9/12	53,000.00	100.000 100.000	53,000.00 53,000.00	53,359.34	359.34 LT	716.00 270.25	1.34
<i>Unit Price: \$100.678; Coupon Rate 1.350%; Matures 11/14/2016; Int. Semi-Annually May/Nov 14; Yield to Maturity 1.026%; Issued 11/14/12; Maturity Value = \$53,000.00</i>								
ORIENTAL B&T CD HATO REY PR CD CUSIP 686184TH5	5/6/13	118,000.00	100.000 100.000	118,000.00 118,000.00	117,866.66	(133.34) LT	1,062.00 41.30	0.90
<i>Unit Price: \$99.887; Coupon Rate 0.900%; Matures 05/16/2017; Interest Paid Monthly Jun 16; Callable \$100.00 on 11/15/14; Yield to Maturity .944%; Issued 05/16/13; Maturity Value = \$118,000.00</i>								
ST BK OF INDIA CD NEW YORK CITY NY CD CUSIP 856284Z80	9/15/14	100,000.00	99.950 99.950	99,950.00 99,950.00	99,487.00	(463.00) ST	1,400.00 73.48	1.40
<i>Unit Price: \$99.487; Coupon Rate 1.400%; Matures 09/11/2017; Int. Semi-Annually Mar/Sep 11; Yield to Maturity 1.579%; Issued 09/11/14; Maturity Value = \$100,000.00</i>								
GE CAP BK CD SALT LAKE CITY UT CD CUSIP 36161T2Y0	9/15/14	140,000.00	100.000 100.000	140,000.00 140,000.00	138,671.40	(1,328.60) ST	2,590.00 78.70	1.86
<i>Unit Price: \$99.051; Coupon Rate 1.850%; Matures 09/19/2018; Int. Semi-Annually Mar/Sep 19; Yield to Maturity 2.100%; Issued 09/19/14; Maturity Value = \$140,000.00</i>								

CERTIFICATES OF DEPOSIT

Face Value	Percentage of Assets %	Market Value	Unrealized Gain/(Loss)	Estimated Annual Income Accrued Interest	Yield %
501,000.000		\$499,640.88	\$482.48 LT	\$6,289.00	1.26%
	82.0%	\$500,299.37	\$(1,791.60) ST	\$658.49	

TOTAL CERTIFICATES OF DEPOSIT (incl.accr.int.)

Total Cost	Market Value	Unrealized Gain/(Loss)	Estimated Annual Income Accrued Interest	Yield %
\$500,950.00	\$609,837.09	\$482.48 LT	\$6,300.00	1.03%
		\$(1,791.60) ST	\$658.49	

TOTAL MARKET VALUE

\$610,495.58

TOTAL VALUE (includes accrued interest)

Unrealized Gain/(Loss) totals only reflect positions that have cost basis and/or market value information available. Cash, MMF, Deposits and positions stating 'Please Provide' are not included.

Active Assets Account
117-066979-235

CITY OF TAFT
C/O TERESA BINKLEY, BEN MANGUM &

Account Detail

Investment Objectives †: Income, Aggressive Income, Capital Appreciation

Brokerage Account

† Inform us if your investment objectives, as defined in the Expanded Disclosures, change.

HOLDINGS

This section reflects positions purchased/sold on a trade date basis, and includes positions purchased and omits positions sold in the current month. "Market Value" and "Unrealized Gain/(Loss)" are representative values as of the last business day of the statement period and may not reflect the value that could be obtained in the market. Fixed income securities are sorted by maturity or pre-refunding date, and alphabetically within date. Estimated Annual Income (EAI) is calculated on a pre-tax basis and does not include any reduction for applicable non-US withholding taxes, if any. EAI for certain securities may include return of principal or capital gains which could overstate such estimates. For securities that have a defined maturity date within the next 12 months, EAI is reflected only through maturity date. Actual income or yield may be lower or higher than the estimates. Estimated yield reflects only the income generated by an investment, and does not reflect changes in its price. Structured products, identified in the Security Description column, appear in various statement product categories. When displayed, accrued interest, annual income and yield for structured products with a contingent income feature (such as Range Accrual Notes or Contingent Income Notes) are estimates and assume specified accrual conditions are met during the relevant period and payment in full of all contingent interest. For Floating Rate Securities, the accrued interest, annual income and yield are estimates based on the current floating coupon rate and may not reflect historic rates within the accrual period. Treasury regulations require that we report on Form 1099-B, after the close of the tax year, your adjusted cost basis on the sale of covered securities acquired on or after January 1, 2011, and classify the gain or loss as either long-term or short-term. These regulations also require that we make basis adjustments on covered securities due to wash sales, certain corporate actions and transfers by gift or inheritance, which will be reflected on your Form 1099-B. Cost basis is reflected on statements for informational purposes and should not be used in the preparation of your income tax returns. Refer to the Expanded Disclosures for additional information.

CASH, BANK DEPOSIT PROGRAM AND MONEY MARKET FUNDS

Cash, Bank Deposit Program, and Money Market Funds are generally displayed on a settlement date basis. You have the right to instruct us to liquidate your bank deposit balance(s) or shares of any money market fund balance(s) at any time and have the proceeds of such liquidation remitted to you. Estimated Annual Income, Accrued Interest, and APY% will only be displayed for fully settled positions.

Description	Value	Estimated Annual Income	7-Day Current Yield %	Annual Percentage Yield %
MORGAN STANLEY BANK N.A. #	\$110,196.19	\$11.00	—	0.010
MORGAN STANLEY PRIVATE BANK NA #	0.02	—	—	0.010

Percentage of Assets %	Market Value	Estimated Annual Income	Accrued Interest
18.0%	\$110,196.21	\$11.00	\$0.00

Bank Deposits are held at either: (1) Morgan Stanley Bank, N.A., and/or Morgan Stanley Private Bank, National Association, affiliates of Morgan Stanley Smith Barney LLC, or (2) Citibank, N.A., each a national bank and FDIC member.





CLIENT STATEMENT | For the Period September 1-30, 2014

Active Assets Account 117-0666979-235 CITY OF TAFT C/O TERESA BINKLEY, BEN MANGUM &

Account Summary

BALANCE SHEET (includes accrued interest)

	Last Period (as of 8/31/14)	This Period (as of 9/30/14)
Cash, BDP, MMFs	\$249,871.61	\$110,196.21
Certificates of Deposit	362,370.88	500,299.37
Total Assets	\$612,242.49	\$610,495.58
Total Liabilities (outstanding balance)	—	—
TOTAL VALUE	\$612,242.49	\$610,495.58

INCOME AND DISTRIBUTION SUMMARY

	This Period (9/1/14-9/30/14)	This Year (1/1/14-9/30/14)
Interest	\$301.45	\$5,444.36
Total Taxable Income And Distributions	\$301.45	\$5,444.36
Total Tax-Exempt Income	—	—
TOTAL INCOME AND DISTRIBUTIONS	\$301.45	\$5,444.36

Taxable and tax exempt income classifications are based on the characteristics of the underlying securities and not the taxable status of the account.

ADDITIONAL ACCOUNT INFORMATION

Category	This Period (9/1/14-9/30/14)	This Year (1/1/14-9/30/14)
Accrued Interest Paid	\$26.85	\$26.85

PERSONAL ACCOUNTS	RETIREMENT ACCOUNTS	EDUCATION ACCOUNTS	TRUST ACCOUNTS	BUSINESS ACCOUNTS
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CASH FLOW

	This Period (9/1/14-9/30/14)	This Year (1/1/14-9/30/14)
OPENING CASH, BDP, MMFs	\$249,871.61	\$4,878.70
Purchases	(239,976.85)	(239,976.85)
Sales and Redemptions	100,000.00	340,000.00
Income	301.45	5,444.36
Total Investment Related Activity	\$(139,675.40)	\$105,467.51
Other Debits	—	(150.00)
Total Cash Related Activity	—	\$(150.00)
Total Card/Check Activity	—	—
CLOSING CASH, BDP, MMFs	\$110,196.21	\$110,196.21

GAIN/(LOSS) SUMMARY

	Realized This Period (9/1/14-9/30/14)	Realized This Year (1/1/14-9/30/14)	Unrealized Inception to Date (as of 9/30/14)
Short-Term (Loss)	—	—	\$(1,791.60)
Long-Term Gain	—	—	615.82
Long-Term (Loss)	—	—	(133.34)
Total Long-Term	—	—	\$482.48
TOTAL GAIN/(LOSS)	—	—	\$(1,309.12)

The Gain/(Loss) Summary, which may change due to basis adjustments, is provided for informational purposes and should not be used for tax preparation. Refer to Gain/(Loss) in the Expanded Disclosures.

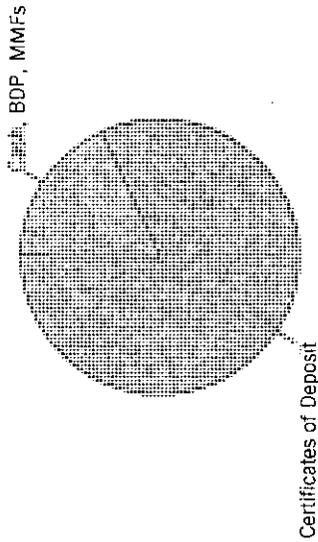
Active Assets Account CITY OF TAFT
 117-066979-235 C/O TERESA BINKLEY, BEN MANGUM &

Account Summary

CHANGE IN VALUE OF YOUR ACCOUNTS (includes accrued interest)

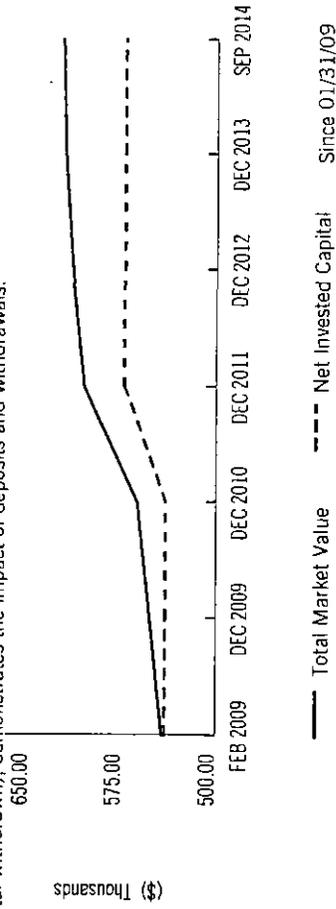
	This Period (9/1/14-9/30/14)	This Year (1/1/14-9/30/14)
TOTAL BEGINNING VALUE	\$612,242.49	\$608,515.41
Credits	—	—
Debits	—	(150.00)
Security Transfers	—	—
Net Credits/Debits/Transfers	—	\$(150.00)
Change in Value	(1,746.91)	2,130.17
TOTAL ENDING VALUE	\$610,495.58	\$610,495.58

ALLOCATION OF HOLDINGS



CHANGE IN VALUE OVER TIME

The display of market value (total account value) and net invested capital (total amount invested minus total withdrawn), demonstrates the impact of deposits and withdrawals.



This graph does not reflect corrections to Net Invested Capital or Market Value made subsequent to the dates depicted. It may exclude transactions in Annuities or positions where we are not the custodian, which could delay the reporting of Market Value or affect the Net Invested Capital.

	Market Value	Percentage %
Cash, BDP, MMFs*	\$110,196.21	18.0
Certificates of Deposit ^	500,299.37	82.0
TOTAL VALUE ^	\$610,495.58	100.0%

This allocation represents holdings on a trade date basis, and projected settled Cash/BDP and MMF balances. These classifications are not intended to serve as a suitability analysis. * FDIC rules apply and Bank Deposits are eligible for FDIC insurance but are not covered by SIPC. Cash and securities (including MMFs) are eligible for SIPC coverage. See Expanded Disclosures. ^ Includes Estimated Accrued Interest.





Morgan Stanley

CLIENT STATEMENT | For the Period September 1-30, 2014

STATEMENT FOR:

CITY OF TAFT
C/O TERESA BINKLEY, BEN MANGUM &
CRAIG JONES

Morgan Stanley Smith Barney LLC. Member SIPC.

RECEIVED

OCT 13 2014

CITY OF TAFT

\$610,495.58

TOTAL VALUE OF YOUR ACCOUNT (as of 9/30/14)

Includes Accrued Interest

Your Financial Advisor

Rupert Gregorio
Rupert.Gregorio@morganstanley.com
661 663-4654

Your Branch

9100 MING AVENUE, SUITE 205
BAKERSFIELD, CA 93311
Telephone: 661-663-8100; Alt. Phone: 800-421-2171; Fax: 661-663-4650

EXHIBIT K

#BWNJGWM
00112422 02 AT 0.403 02 TR 00980 MSGDD43D 100000
CITY OF TAFT
C/O TERESA BINKLEY, BEN MANGUM &
CRAIG JONES
209 E. KERN STREET
TAFT CA 93268-3224



Client Service Center (24 Hours a Day; 7 Days a Week): 800-869-3326

Access Your Account Online: www.morganstanley.com/online



EXHIBIT J

**CITY OF TAFT
MORGAN STANLEY INVESTMENT IN CERTIFICATE OF DEPOSIT
BALANCES AS OF 9/30/14**

INVESTMENT DESCRIPTION	COST AT PAR	INTEREST EARNED	TOTAL COSTS COST @ PAR+ ACCRUED INT.	MARKET VALUE	RATE OF RETURNS	ANTICIPATED INCOME (ANNUALIZED)	INTEREST PAYMENT DATES
CIT BANK SALT LAKE CITY CD PURCHASED: 8/11/11/DUE: 2/17/15 FIRST COUPON: 2/17/12/ CALL: 2/17/15	\$ 34,000.00	\$ -	\$ 34,000.00	\$ 34,161.84	1.250%	\$425.00	FEB 17 AUG 17
ORIENTAL B&T CD HATO REY PR CD PURCHASED: 5/6/13 /DUE: 5/16/17 FIRST COUPON: 6/16/13/ CALL: 11/15/13	\$ 118,000.00	\$ -	\$ 118,000.00	\$ 117,866.66	0.900%	\$1,062.00	Monthly
GE CAP RET BK DRAPER UT CD PURCHASED: 7/6/12/ DUE: 1/6/15 FIRST COUPON: 1/6/13/ CALL: 1/6/15	\$ 56,000.00	\$ -	\$ 56,000.00	\$ 56,094.64	1.100%	\$6,500.00	JAN 6 JUL 6
GOLDMAN SACHS CD NEW YORK CD PURCHASED: 11/9/12/ DUE: 11/14/16 FIRST COUPON: 1/9/13/ CALL: 11/14/16	\$ 53,000.00	\$ -	\$ 53,000.00	\$ 53,359.34	1.350%	\$715.50	MAY 14 NOV 14
ST BK OF INDIA CD NEW YORK CITY NY CD PURCHASED: 9/18/14 DUE: 9/11/17 FIRST COUPON: 9/18/14 DUE: 9/11/17	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 99,487.00	1.400%	\$1,400.00	MAR 11 SEPT 11
GE CAP BK CD SALT LAKE CITY UT CD PURCHASED: 9/19/14 DUE: 9/19/18 FIRST COUPON : 9/19/14 DUE: 9/19/18	\$ 140,000.00	\$ -	\$ 140,000.00	\$ 138,671.40	1.850%	\$2,590.00	MAR 19 SEPT 19
MORGAN STANLEY BANK	\$ 110,196.21	\$ -	\$ 110,196.21	\$ 110,196.21	0.010%	\$12.00	
ACCRUED INTEREST	\$ -	\$ -	\$ 658.49	\$ 658.49			
TOTAL INVESTMENTS	\$ 611,196.21	\$ -	\$ 611,854.70	\$ 610,495.58	1.310%	\$12,704.50	

TOTAL ANNUAL INTEREST INCOME FROM THESE INVESTMENTS: \$12,704.50

[The main body of the document contains extremely faint and illegible text, likely a scanned document with low contrast or a very low-resolution scan.]



TERMS AND CONDITIONS

TRANSACTIONS

- ALL ORDERS AND TRANSACTIONS SHALL BE SOLELY FOR YOUR ACCOUNT AND RISK SHALL BE SUBJECT TO THE CONSTITUTION, RULES, REGULATIONS, CUSTOMS, USAGES, RULINGS AND INTERPRETATIONS OF THE EXCHANGE OR MARKET AND THE CLEARING FACILITY, IF ANY, WHERE THE TRANSACTIONS ARE EXECUTED AND/OR SETTLED, OR IF APPLICABLE, OF THE FINANCIAL INDUSTRY REGULATORY AUTHORITY AND TO ALL APPLICABLE LAWS AND REGULATIONS.
- TITLE TO SECURITIES SOLD TO YOU, WHERE PERSHING HAS ACTED AS PRINCIPAL, SHALL REMAIN WITH PERSHING UNTIL THE ENTIRE PURCHASE PRICE IS RECEIVED OR UNTIL THE SETTLEMENT DATE, WHICHEVER IS LATER.
- YOU MAY HAVE RECEIVED CONFIRMATIONS FOR TRANSACTIONS WHICH DO NOT APPEAR ON YOUR STATEMENT. IF SO, THE TRANSACTIONS WILL APPEAR ON YOUR NEXT PERIODIC STATEMENT. SUCH TRANSACTIONS MUST BE CONSIDERED BY YOU WHEN COMPUTING THE VALUE OF YOUR ACCOUNT. THIS IS ESPECIALLY TRUE IF YOU HAVE WRITTEN OPTIONS WHICH HAVE BEEN EXERCISED.

FREE CREDIT BALANCES: ANY FREE CREDIT BALANCE CARRIED FOR YOUR ACCOUNT REPRESENTS FUNDS PAYABLE UPON DEMAND WHICH, ALTHOUGH PROPERLY ACCOUNTED FOR ON PERSHING'S BOOKS OF RECORD, ARE NOT SEGREGATED AND MAY BE USED IN THE CONDUCT OF ITS BUSINESS.

DEBIT BALANCES: INTEREST CHARGED ON DEBIT BALANCES IN YOUR ACCOUNT APPEARS ON THE STATEMENT. THE RATE OF INTEREST AND PERIOD COVERED ARE INDICATED. THE RATE MAY CHANGE FROM TIME TO TIME DUE TO FLUCTUATIONS IN MONEY RATES OR OTHER REASONS. INTEREST IS COMPUTED AS DESCRIBED IN MATERIAL PREVIOUSLY FURNISHED TO YOU. PLEASE CONTACT YOUR FINANCIAL INSTITUTION IF YOU DESIRE ADDITIONAL COPIES.

MARGIN INFORMATION: IF YOU MAINTAIN A MARGIN ACCOUNT, THIS IS A COMBINED STATEMENT OF YOUR GENERAL ACCOUNT AND A SPECIAL MEMORANDUM ACCOUNT MAINTAINED FOR YOU UNDER REGULATION T OF THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM. THE PERMANENT RECORD OF THE SEPARATE ACCOUNT AS REQUIRED BY REGULATION T IS AVAILABLE FOR YOUR INSPECTION UPON REQUEST.

TAX INFORMATION

- AFTER YEAR END, PERSHING IS REQUIRED TO PROVIDE TAX INFORMATION TO THE INTERNAL REVENUE SERVICE AND OTHER GOVERNMENTAL AUTHORITIES. AT THAT TIME PERSHING WILL PROVIDE THAT INFORMATION ON THE ANNUAL TAX INFORMATION STATEMENT TO YOU. USE THAT STATEMENT TO PREPARE YOUR TAX FILINGS. THE TAX STATEMENT ALSO INCLUDES OTHER USEFUL INFORMATION TO ASSIST IN ACCUMULATING THE DATA TO PREPARE YOUR TAX RETURNS.
- DIVIDENDS, INTEREST AND OTHER DISTRIBUTIONS SHOWN ON THIS STATEMENT WERE CLASSIFIED AS TAXABLE OR NONTAXABLE BASED ON CERTAIN INFORMATION KNOWN AS OF THE DISTRIBUTION DATE. THIS CLASSIFICATION IS SUBJECT TO CHANGE AND IS SOLELY INTENDED FOR USE AS GENERAL INFORMATION.
- PERSHING DOES NOT PROVIDE TAX, INVESTMENT OR LEGAL ADVISORY SERVICES AND NO ONE ASSOCIATED WITH PERSHING IS AUTHORIZED TO RENDER SUCH ADVICE. DO NOT RELY UPON ANY SUCH ADVICE, IF GIVEN. INVESTORS ARE ENCOURAGED TO CONSULT THEIR TAX ADVISORS TO DETERMINE THE APPROPRIATE TAX TREATMENT OF THEIR BUSINESS.

GENERAL INFORMATION

- WHENEVER YOU ARE INDEBTED TO PERSHING LLC ("PERSHING") FOR ANY AMOUNT, ALL SECURITIES HELD BY IT FOR YOU IN ANY ACCOUNT IN WHICH YOU HAVE ANY INTEREST SHALL SECURE ALL YOUR LIABILITIES TO PERSHING, AND PERSHING MAY IN ITS DISCRETION AT ANY TIME, WITHOUT TENDER, DEMAND OR NOTICE TO YOU, CLOSE OR REDUCE ANY OR ALL OF YOUR ACCOUNTS BY PUBLIC OR PRIVATE SALE OR PURCHASE OF BOTH OF ALL OR ANY SECURITIES CARRIED IN SUCH ACCOUNTS; ANY BALANCE REMAINING DUE PERSHING TO BE PROMPTLY PAID BY YOU.
- WHENEVER YOU ARE INDEBTED TO PERSHING FOR ANY AMOUNT, ALL SECURITIES CARRIED FOR YOUR ACCOUNT ARE OR MAY BE, WITHOUT FURTHER NOTICE TO YOU, LOANED OR PLEDGED BY PERSHING, EITHER SEPARATELY OR UNDER CIRCUMSTANCES WHICH WILL PERMIT THE COMMINGLING THEREOF, WITH OTHER SECURITIES FOR ANY AMOUNT LESS THAN, EQUAL TO OR GREATER THAN YOUR LIABILITIES TO PERSHING, BUT NOT UNDER CIRCUMSTANCES FOR AN AMOUNT PROHIBITED BY LAW.

IF ANY OF THE ABOVE TERMS AND CONDITIONS ARE UNACCEPTABLE TO YOU, PLEASE NOTIFY PERSHING IMMEDIATELY IN WRITING BY CERTIFIED MAIL TO ONE PERSHING PLAZA, JERSEY CITY, NJ 07309. ATTN: LEGAL DEPT.

- PERSHING MAY TRADE FOR ITS OWN ACCOUNT AS A MARKET MAKER, SPECIALIST, ODD LOT DEALER, BLOCK POSITIONER, ARBITRAGEUR OR INVESTOR. CONSEQUENTLY, AT THE TIME OF ANY TRANSACTION YOU MAY MAKE, PERSHING MAY HAVE A POSITION IN SUCH SECURITIES, WHICH POSITION MAY BE PARTIALLY OR COMPLETELY HEDGED.
- IF AVERAGE PRICE TRANSACTION IS INDICATED ON THE FRONT OF THIS STATEMENT YOUR FINANCIAL INSTITUTION OR PERSHING MAY HAVE ACTED AS PRINCIPAL, AGENT OR BOTH. DETAILS AVAILABLE UPON REQUEST.
- A FINANCIAL STATEMENT OF PERSHING IS AVAILABLE FOR YOUR PERSONAL INSPECTION AT PERSHING'S OFFICES. A COPY OF IT WILL BE MAILED UPON YOUR WRITTEN REQUEST OR YOU CAN VIEW IT ONLINE AT WWW.PERSHING.COM
- FOR BUSINESS CONTINUITY AND ADDITIONAL DISCLOSURES: WWW.PERSHING.COM/BUSINESS_CONTINUITY.HTML
- THIS STATEMENT SHOULD BE RETAINED FOR YOUR RECORDS.

PAYMENT FOR ORDER FLOW AND ORDER ROUTING POLICIES DISCLOSURES (REGULATION NMS—RULE 607(A)(1)-(2))

PERSHING SENDS CERTAIN EQUITY ORDERS TO EXCHANGES, ELECTRONIC COMMUNICATION NETWORKS, OR BROKER-DEALERS DURING NORMAL BUSINESS HOURS AND DURING EXTENDED TRADING SESSIONS. CERTAIN OF THESE VENUES PROVIDE PAYMENTS TO PERSHING OR CHARGE ACCESS FEES TO PERSHING DEPENDING UPON THE CHARACTERISTICS OF THE ORDER AND ANY SUBSEQUENT EXECUTION. IN ADDITION PERSHING MAY EXECUTE CERTAIN EQUITY ORDERS AS PRINCIPAL. THE DETAILS OF THESE PAYMENTS AND FEES ARE AVAILABLE UPON WRITTEN REQUEST. PERSHING RECEIVES PAYMENTS FOR DIRECTING LISTED OPTIONS ORDER FLOW TO CERTAIN OPTION EXCHANGES. COMPENSATION IS GENERALLY IN THE FORM OF A PER OPTION CONTRACT CASH PAYMENT.

BEST EXECUTION: NOTWITHSTANDING THE PREVIOUS PARAGRAPH REGARDING PAYMENT FOR ORDER FLOW, PERSHING SELECTS CERTAIN MARKET CENTERS TO PROVIDE EXECUTION OF OVER-THE-COUNTER AND EXCHANGE-LISTED SECURITIES TRANSACTIONS WHICH AGREE TO ACCEPT ORDERS TRANSMITTED ELECTRONICALLY UP TO A SPECIFIED SIZE; AND TO EXECUTE THEM AT OR BETTER THAN THE NATIONAL BEST BID OR OFFER (NBBO), ON CERTAIN LARGER ORDERS, OR IF THE DESIGNATED MARKET CENTERS DO NOT MAKE A MARKET IN THE SUBJECT SECURITY, PERSHING DIRECTLY CONTACTS MARKET CENTERS TO OBTAIN AN EXECUTION. THE DESIGNATED MARKET CENTERS TO WHICH ORDERS ARE AUTOMATICALLY ROUTED ARE SELECTED BASED ON THE CONSISTENT HIGH QUALITY OF THEIR EXECUTIONS IN ONE OR MORE MARKET SEGMENTS AND THEIR ABILITY TO PROVIDE OPPORTUNITIES FOR EXECUTIONS AT PRICES SUPERIOR TO THE NBBO. PERSHING ALSO REGULARLY REVIEWS REPORTS FOR QUALITY OF EXECUTION PURPOSES.



Important Information and Disclosures (continued)

The Role of Pershing (continued)

Your financial institution is also responsible for approving the opening of accounts and obtaining account documents; the acceptance and, in certain instances, execution of securities orders; the assessment of the suitability of those transactions, where applicable; the rendering of investment advice, if any, to you and in general, for the ongoing relationship that it has with you. Inquiries concerning the positions and balances in your account may be directed to the Pershing Customer Service Department at (201) 413-3333. All other inquiries regarding your account or activity should be directed to your financial institution. Your financial organization's contact information can be found on the first page of this statement.

For a description of other functions performed by Pershing please consult the Disclosure Statement provided to you upon the opening of your account. This notice is not meant as a definitive enumeration of every possible circumstance, but as a general disclosure. If you have any questions regarding this notice or if you would like additional copies of the Disclosure Statement, please contact your financial institution.

- Pershing is a member of the Securities Investor Protection Corporation (SIPC). Please note that SIPC does not protect against loss due to market fluctuation. In addition to SIPC protection, Pershing provides coverage in excess of SIPC limits. For more detailed information please visit: www.pershing.com/length_stability.html.
- This statement will be deemed conclusive. You are advised to report any inaccuracy or discrepancy (including unauthorized trading) to your financial organization and Pershing, within ten days after receipt of this statement. Please be advised that any oral communication should be re-confirmed in writing to further protect your rights, including your rights under the Securities Investor Protection Act.
- Your financial organization's contact information can be found on the first page of this statement. Pershing's contact information is as follows: Pershing LLC, Legal Department, One Pershing Plaza, Jersey City, New Jersey 07399; (201) 413-3330. Errors and Omissions excepted.

Important Arbitration Disclosures

- All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award; unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

Important Arbitration Agreement

Any controversy between you and Pershing LLC shall be submitted to arbitration before the Financial Industry Regulatory Authority. No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action, who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the client is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein. The laws of the State of New York govern.

Pershing's contact information is as follows: Pershing LLC, Legal Department, One Pershing Plaza, Jersey City, New Jersey 07399; (201) 413-3330.



MBS M. I. BANK SECURITIES, INC.

1000 Town Center, Suite 2300
Southfield, MI 48075
(800) 967-9045

Member of FINRA & SIPC; MSRB

Brokerage Account Statement

Statement Period: 09/01/2014 - 09/30/2014

Transactions by Type of Activity

Process/ Settlement Date	Activity Type	Description	Quantity	Price	Accrued Interest	Amount	Currency
09/22/14	BOND INTEREST RECEIVED	100000 FIRSTBANK P R SANTURCE CTF DEP ACT/365				97.67	USD
		33764:PIB 1.150% 11/21/16 BYE DTD 11/21/12 RD 09/06 PD 09/21/14					
Total Dividends and Interest						\$0.00	USD
Total Value of Transactions						\$0.00	USD

The price and quantity displayed may have been rounded.

Messages

Pursuant to the Securities Exchange Act of 1934, Pershing LLC (Pershing), a BNY-Mellon company, provides individual investors with certain financial information on a semi-annual basis.

Pershing's June Statement of Financial Condition is now available. On June 30, 2014, Pershing's net capital of \$1.848 billion was 12.4% of aggregate debit balances and exceeded the minimum requirements by \$1.55 billion.

Pershing is also required to provide the most recent financial information as of this statement mailing. In accordance with this requirement, note that on July 31, 2014, Pershing's net capital of \$1.88 billion was 12.74% of aggregate debit balances and exceeded the minimum requirement by \$1.59 billion.

A copy of the June 30, 2014, Statement of Financial Condition is available at perishing.com/statement_of_financial_condition.html. You may also request a free, printed copy by calling (888) 860-8510 or (201) 413-4200, option #5.

Although a money market mutual fund seeks to preserve the value of your investment at \$1 per share, it is possible to lose money by investing in a money market mutual fund. Shares of a money market mutual fund or the balance of a bank deposit product held in your brokerage account may be liquidated upon request with the proceeds credited to your brokerage account. Please see the money market mutual fund's prospectus or the bank deposit product's disclosure document or contact your advisor for additional information.

Important Information and Disclosures

The Role of Pershing

- Pershing carries your account as clearing broker pursuant to a clearing agreement with your financial institution. Pershing may accept from your financial institution without inquiry or investigation (i) orders for the purchase and sale of securities and other property and (ii) any other instructions concerning your account. Pershing is not responsible or liable for any acts or omissions of your financial institution or its employees and it does not supervise them. Pershing provides no investment advice nor does it assess the suitability of any transaction or order. Pershing acts as the agent of your financial institution and you agree that you will not hold Pershing or any person controlling or under common control with it liable for any investment losses incurred by you.
- Pershing performs several key functions at the direction of your financial institution. It acts as custodian for funds and securities you may deposit with it directly or through your financial institution or that it receives as the result of securities transactions it processes.
- Your financial institution is responsible for adherence to the securities laws, regulations and rules which apply to it regarding its own operations and the supervision of your account, its sales representatives





MBS A FI-BANK SECURITIES, INC.

1000 Town Center, Suite 2300
Southfield, MI 48075
(800) 967-9045

Member of FINRA & SIPC; MSRB

Brokerage

Account Statement

Statement Period: 09/01/2014 - 09/30/2014

Portfolio Holdings (continued)

Description	Quantity	Market Price	Market Value	Accrued Interest	Estimated Annual Income	Estimated Yield
Fixed Income 99.00% of Portfolio (In Maturity Date Sequence)						
Certificates of Deposit						
DISCOVER BK GREENWOOD DEL CTF	100,000.000	100.4260	100,426.00	414.25	1,050.00	1.04%
DEP DTD 05/09/2012 ACT/365 1.050% 05/11/15 B/E DTD 05/09/12 Security Identifier: 254671ARI						
FIRSTBANK P R SANTURCE	100,000.000	100.1200	100,120.00	28.36	1,150.00	1.14%
CTF DEP ACT/365 1.150% 11/21/16 B/E DTD 11/21/12 1ST CPN DTE 12/21/12 Security Identifier: 337641P18						
SALLIE MAE BK SALT LAKE CITY-UT	100,000.000	100.4600	100,460.00	556.16	1,450.00	1.44%
CTF DEP ACT/365 1.450% 11/13/17 B/E DTD 11/13/13 1ST CPN DTE 05/13/14 Security Identifier: 795450RHO						
Total Certificates of Deposit:	300,000.000		\$301,006.00	\$998.77	\$3,650.00	
Total Fixed Income:	300,000.000		\$301,006.00	\$998.77	\$3,650.00	
			Market Value	Accrued Interest	Estimated Annual Income	
			\$301,393.53	\$998.77	\$3,650.00	

Portfolio Holdings Disclosures

Pricing

This section includes the net market value of the securities in your account on a settlement date basis, including short positions, at the close of the statement period. The market prices have been obtained from sources which we believe to be reliable. Pershing may not use the closing price of the particular exchange or marketplace where your position was purchased as the "Market Price." Securities for which a price is not available are marked "N/A" and are omitted from the Total.

THE AS OF PRICE DATE ONLY APPEARS WHEN THE PRICE DATE DOES NOT EQUAL THE STATEMENT DATE.

Estimated Annual Figures

The estimated annual income (EAI) and estimated annual yield (EAY) figures are estimates and for informational purposes only. These figures are not considered to be a forecast or guarantee of future results. These figures are computed using information from providers believed to be reliable, however, no assurance can be made as to the accuracy. Since interest and dividend rates are subject to change at any time, and may be affected by current and future economic, political, and business conditions, they should not be relied on for making investment, trading, or tax decisions. These figures assume that the position quantities, interest and dividend rates, and prices remain constant. A capital gain or return of principal may be included in the figures for certain securities, thereby overstating them. Refer to www.pershing.com/business_continuity.html for specific details as to formulas used to calculate the figures. Accrued interest represents interest earned but not yet received.



Client Service Information

Your Account Executive: MAW

Contact Information

Client Service Information

MICHAEL DEGEETER

Telephone Number: (800) 967-4507

Service Hours: Weekdays 09:00 a.m. - 05:00 p.m. (EST)

1000 TOWN CENTER, STE 2300

E-Mail Address: customerservice@mbsscurities.com

Client Service Telephone Number: (800) 967-9045

SOUTHFIELD, MI 48075-1239

Web Site: WWW.MBSSECURITIES.COM

Your Account Information

Investment Objective

Investment Objective: NONE SPECIFIED

Risk Exposure: NONE SPECIFIED

Please discuss your investment objective with your Account Executive.

Tax Lot Default Disposition Method

Default Method for Mutual Funds: FIRST IN FIRST-OUT

Default Method for Stocks in a Dividend Reinvestment Plan: FIRST IN FIRST-OUT

Default Method for all Other Securities: FIRST IN FIRST-OUT

Electronic Delivery

You have not selected any account communications for electronic delivery. To register and turn off paper communications, log in to your account or contact your Account Executive for more information.

Income and Expense Summary

	Current Period		Year-to-Date	
	Taxable	Non Taxable	Taxable	Non Taxable
Interest Income				
Other Interest	97.67	0.00	2,103.00	0.00
Total Dividends, Interest, Income and Expenses	\$97.67	\$0.00	\$2,103.00	\$0.00

Portfolio Holdings

Description	Quantity	Opening Balance		Closing Balance		30-Day Yield
		Balance	Income	Balance	Income	
Cash, Money Funds, and Bank Deposits - 1.00% of Portfolio						
Cash Balance		289.86	\$0.00	\$387.53	\$0.00	
Total Cash, Money Funds, and Bank Deposits		\$289.86	\$0.00	\$387.53	\$0.00	





MBS BANK SECURITIES, INC.

1000 Town Center, Suite 2300
Southfield, MI 48075
(800) 967-9045
Member of FINRA & SIPC, MSRB

Brokerage Account Statement

RECEIVED

OCT 13 2014

Account Number: RMB-017534
Statement Period: 09/01/2014 - 09/30/2014

* 00207623 01 AT 0.403 01 TR 00880 X110PD20 100000

CITY OF TAFT

Valuation at a Glance

	This Period
Beginning Account Value	\$301,802.86
Dividends/Interest	97.67
Change in Account Value	-507.00
Ending Account Value	\$301,393.53
Estimated Annual Income	\$3,650.00

CITY OF TAFT
209 EAST KERN ST
TAFT CA 93268-3224



Your Account Executive:
MICHAEL DEEETER
(800) 967-4507

Asset Allocation

	Last Period	This Period	% Allocation
Cash, Money Funds, and Bank Deposits	289.86	387.53	1%
Fixed Income	301,513.00	301,006.00	99%
Account Total	\$301,802.86	\$301,393.53	100%

Please review your allocation.



EXHIBIT H

**CITY OF TAFT
MULTI-BANK SECURITIES, INC CERTIFICATE OF DEPOSITS
BALANCES AS OF 9/30/14**

INVESTMENT DESCRIPTION	COST AT PAR	INTEREST EARNED	TOTAL COSTS COST @ PAR+ ACCRUED INT.	MARKET VALUE	RATE OF RETURNS	ANTICIPATED INCOME (ANNUALIZED)	INTEREST PAYMENT DATES
SALLIE MAE BK SALT LAKE CITY UTI PURCHASED: 11/13/13/ DUE: 11/13/17 FIRST COUPON: 5/13/14/ CALL: 11/13/17	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 100,426.00	1.450%	\$1,450.00	Monthly
FIRSTBANK P R SANTURCE PURCHASED: 6/21/10/ DUE: 11/25/13 FIRST COUPON: 12/24/10/ CALL: 11/25/13	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 100,120.00	1.500%	\$1,600.00	Monthly
DISCOVER BK GREENWOOD DEL CTF PURCHASED: 5/09/12/ DUE: 5/11/15 FIRST COUPON: 11/09/12/ CALL: 5/11/15	\$ 100,000.00	\$ -	\$ 100,000.00	\$ 100,460.00	1.050%	\$1,050.00	Semi Annual
MONEY MARKET FUND	\$ -	\$ -	\$ -	\$ -			
DIVIDENDS/INTEREST	\$ -	\$ 387.53	\$ 387.53	\$ 387.53			
TOTAL INVESTMENTS	\$ 300,000.00	\$ 387.53	\$ 300,387.53	\$ 301,393.53	1.333%	\$4,100.00	

TOTAL ANNUAL INTEREST INCOME FROM THESE INVESTMENTS: \$4,100.00

GUIDES FOR
THE JOURNEY

PiperJaffray

STATEMENT OF ACCOUNT

Customer Account Number: 401-00653-KMD

Statement Period: September 01, 2014 to September 30, 2014 CURRENCY: U.S. DOLLARS

PAGE 5 of 5

**Piper Jaffray & Co.
Statement of Financial Condition as of June 30, 2014, Available Online**

In accordance with requirements of the Securities and Exchange Commission ("SEC"), the Piper Jaffray & Co. Statement of Financial Condition is now available. You may view our Statement of Financial Condition on our Web site, piperjaffray.com, or call (866) 676-9480 for a copy to be mailed to you free of charge.

Piper Jaffray & Co., a wholly owned subsidiary of Piper Jaffray Companies, was the registered broker and dealer for your securities held in your brokerage account as of June 30, 2014. Under the uniform net capital rule (the "Rule") of the SEC, Piper Jaffray & Co. is required to maintain minimum net capital equal to the greater of \$1,000,000 or 2 percent of the aggregate debit balances arising from customer transactions. At June 30, 2014, net capital calculated under the SEC rule was \$160.5 million, and exceeded the minimum net capital required under the SEC rule by \$159.1 million.

Customer Account Number: 401-00653-KMD

Statement Period: September 01, 2014 to September 30, 2014 CURR: U.S. DOLLARS

PAGE 4 of 5

PORTFOLIO SUMMARY

Bond ratings are provided by Moody's and Standard & Poor's, respectively. For more information about bond ratings please contact your Registered Representative.

Note: The accrued interest displayed for certain fixed income securities is the interest accrued from the previous coupon payment date through the end of the statement period. While this accrued interest is reflected in your account value as Accrued Interest Balance or Short Accrued Int. Balance, the payment of the coupon interest is not guaranteed.

US AGENCY SECURITIES

Account Type	Quantity	Description	Bond Ratings	Current Price	Market Value	Estimated Annual Income	Estimated Current Yield
CASH	1,000,000	FEDERAL HOME LOAN BANK DATED DATE 11/08/12 DUE 05/09/2017 0.740% MN 08 CUSIP - 3133812G9	S&P: AA+	\$98.9780 ACCRU. INT	\$989,780.00 2,918.89	\$7,400.00	0.7500%
CASH	1,000,000	FEDERAL FARM CREDIT BANK DATED DATE 03/12/13 DUE 03/12/2018 1.030% MS 12 CUSIP - 3133ECHS6	MOODY: Aaa S&P: AA+	99.1610 ACCRU. INT	991,610.00 515.00	10,300.00	1.0400%
CASH	1,000,000	FEDERAL NATIONAL MTG ASSN DATED DATE 03/20/13 DUE 03/20/2018 1.125% MS 20 CUSIP - 3135G0VL4	MOODY: Aaa S&P: AA+	98.8200 ACCRU. INT	988,200.00 312.50	11,250.00	1.1400%
MARKET VALUE OF US AGENCY SECURITIES						\$28,950.00	

DIVIDENDS AND INTEREST ACTIVITY

Date	Transaction	Account Type	Description	Quantity	Rate	Debit	Credit
9/12	INTEREST	INCOME	FEDERAL FARM CREDIT BANK DUE 03/12/2018 1.030		1.03		\$5,150.00
9/22	INTEREST	INCOME	FEDERAL NATIONAL MTG ASSN DUE 03/20/2018 1.125		1.125		5,625.00
TOTAL - DIVIDENDS AND INTEREST ACTIVITY:							\$10,775.00

FUNDS AND SECURITIES ACTIVITY RECEIVED AND DELIVERED

Date	Transaction	Account Type	Description	Quantity	Debit	Credit
9/15		INCOME	ACH DIVIDEND/INTEREST PAYMENT		\$5,150.00	
9/23		INCOME	ACH DIVIDEND/INTEREST PAYMENT		5,625.00	
TOTAL - RECEIVED AND DELIVERED:						\$10,775.00



GUIDES FOR
THE JOURNEY

Piper Jaffray

STATEMENT OF ACCOUNT

Customer Account Number: 401-00653-KMD

Statement Period: September 01, 2014 to September 30, 2014 CURR: U.S. DOLLARS

PAGE 3 of 5

ACCOUNT VALUE SUMMARY

Description	As of 08/29/14	This Period
U.S. Agency Securities	\$2,978,250.00	\$2,969,590.00
Subtotal	\$2,978,250.00	\$2,969,590.00
Accrued Interest Balance	12,028.48	3,746.39
TOTAL	\$2,990,278.48	\$2,973,336.39
NET CHANGE IN ACCOUNT VALUE		(\$16,942.09)

DIVIDENDS, INTEREST, AND TAX ACTIVITY SUMMARY

Description	This Statement	Year to Date
Government Agency Interest	\$10,775.00	\$25,250.00
TOTAL INCOME	\$10,775.00	\$25,250.00

ACTIVITY SUMMARY

Description	This Statement
Dividends/Interest	\$10,775.00
AMOUNT CREDITED	\$10,775.00
Funds Issued/Other	(10,775.00)
AMOUNT DEBITED	(\$10,775.00)
NET CASH ACTIVITY	\$0.00

Customer Account Number: 401-00653-KMD

Statement Period: September 01, 2014 to September 30, 2014 CURR: U.S. DOLLARS

PAGE 2 of 5

GENERAL INFORMATION

The following information is provided to help you understand your Piper Jaffray & Co. account statement. The descriptions that follow cover most statement sections; however, some of the information may not apply to your particular account statement. An explanatory brochure, "How to Read Your Account Statement," is available upon request and provides additional descriptions and explanations. If you have any questions, please contact your Piper Jaffray registered representative.

Account Value is the total value of your account as of the last business day of the statement period. It does not include unpriced securities.

Account Value Summary shows the opening and closing value of your portfolio for the statement period, categorized by investment type and cash balances. The total is the value of all cash and money market funds plus priced securities. *Net Change in Account Value* is the difference in priced securities and cash balances from the previous statement period.

Dividends, Interest, and Tax Activity Summary shows total portfolio income for the current statement period and year to date, including dividend and bond interest and other types of interest income and expenses.

Retirement Activity Summary reflects contributions received and distributions paid during the current year and prior year.

Activity Summary recaps the transactions in your account during the current statement period.

Portfolio Summary is a listing of securities in your account organized by product type.

Verification Notice shows the information on file at Piper Jaffray & Co. regarding the owner(s) of your account.

Estimated Annual Income (EAI)/Estimated Current Yield (EY) for certain types of securities could include a return of principal or capital gains in which case the EAR and EY would be overstated. Both EAR and EY are estimates and the actual income and yield might be lower or higher than the estimated amounts. The EY reflects only the income generated by an investment. It does not reflect changes in its price, which may fluctuate.

REGULATORY INFORMATION

Market Prices/Bond Ratings - Prices for determining market values represent estimates obtained from multiple sources, including Piper Jaffray & Co., its affiliates and outside vendors. Pricing estimates may be based upon bids, prices within the bid/ask spread, closing prices or a matrix methodology that uses data relating to other securities where prices are more ascertainable, producing a hypothetical price based on the estimated yield spread relationship between the securities. Pricing estimates do not constitute a bid for any security or futures contract. Actual prices realized at sale may be more or less than shown on your statement. Bond ratings are received from outside sources. *(While we believe our sources for market values and bond ratings to be reliable, we cannot guarantee their accuracy.)*

Loan/Margin Account Clients - If you have a margin account, this is a combined statement of your general account and the Special Memorandum Account maintained for you under Section 220.6 of Regulation T, issued by the Board of Governors of the Federal Reserve System. As required by Regulation T, the permanent record of the separate sub-accounting is available for your inspection.

Callable Securities - In the event of a partial call of corporate or municipal bonds or preferred stock held in bulk by us for you and other securities clients, the securities to be called will automatically be called using a random selection procedure prescribed by the FINRA (Financial Industry Regulatory Authority). The probability that your securities will be selected is proportional to the number of your holdings relative to the total holdings.

Free Credit Balances - Under the client protection rules, we are required to disclose to you that we may use free credit balances in your account in the ordinary course of our business and these funds are payable to you on demand.

Securities Account Protection - Piper Jaffray & Co. is a member of the Securities Investor Protection Corporation (SIPC). SIPC protects securities clients of member firms that are in liquidation for up to \$500,000 per account (including up to \$250,000 in cash). Although SIPC was created by the Securities Investor Protection Act of 1970, it is not a government agency or regulatory authority. It is a nonprofit membership corporation funded by its members. To learn more about what the Securities Investor Protection Corporation does, for membership questions, or to obtain a copy of the SIPC brochure, you may call 202 371-8300 or visit the SIPC Web site at www.sipc.org.

Protection through SIPC does not protect against losses in the market value of investments.

Tax Reporting - As required by law, at year-end we will report to you, the Internal Revenue Service and to certain states specific information on sales (including short sales and cost basis, as required), dividends and various types of interest that have been credited to your account. Therefore, your statement should not be used to complete your tax return.

Your account is currently set up with a First In, First Out (FIFO) accounting method for tax lot designation on sales; shares with the oldest purchase date are sold first. If you wish to sell a specific tax lot, you must notify your registered representative by settlement date of the sale. Contact your registered representative for more information.

Our firm does not provide tax, accounting or legal advice. Please contact your tax advisor regarding tax deferred plans, tax lot designation and the suitability of tax-exempt investments in your portfolio and your accounting advisor to determine the appropriate treatment of certain securities for required financial representation.

Piper Jaffray & Co. Statement of Financial Condition - You may obtain a copy of our Statement of Financial Condition by visiting our Web site at piperjaffray.com or by requesting a copy be mailed to you free-of-charge by calling us toll free at 866676-9480.

Changes in Your Situation - Please advise your Piper Jaffray & Co. registered representative promptly of any material change in your investment objectives or financial condition.

Inaccuracies/Discrepancies - Should you find any error or discrepancy in your account, a trade confirmation or tax documents provided by Piper Jaffray & Co., you should promptly notify your Piper Jaffray & Co. registered representative. If Piper Jaffray & Co. is acting as your clearing broker, you should promptly notify both Piper Jaffray & Co. and your introducing firm. Any verbal communication should be re-confirmed in writing.

Under the Public Disclosure Program, referred to as the BrokerCheck program, FINRA provides certain information regarding the disciplinary history of FINRA member firms and their associated persons. An investor brochure that includes information describing the BrokerCheck program may be obtained from FINRA by calling 800 289-9999 or visiting the FINRA Web site at www.finra.org.

Complaints - Complaints regarding your Piper Jaffray & Co. account can be directed, in writing, to the Piper Jaffray & Co. Compliance Department c/o Chief Compliance Officer, 800 Nicollet Mall, Minneapolis MN 55402, or by calling 612-303-6000.



STATEMENT OF ACCOUNT

Customer Account Number: 401-00653-KMD Statement Period: September 01, 2014 to September 30, 2014 CURR: U.S. DOLLARS PAGE 1 of 5

Registered Representative:

UME-UKEJE
877-337-4737
Piper Jaffray & Co.
800 Nicollet Mall, Suite 1000
Minneapolis, MN 55402-7036

RECEIVED

OCT 13 2014

CITY OF TAFT

00007027 01 MB 0.432 01 TR 00025 PJBP0202 000000
CITY OF TAFT
ATTN TERESA STATLER
FINANCE DIRECTOR
209 E KERN STREET
TAFT CA 93268



Account Value
Value as of September 30, 2014 \$2,973,336.39

Customer Notice

Reduce your mail! If you have multiple accounts at Piper Jaffray, you can request that your statements are mailed in one envelope. Also, clients whose accounts are carried solely for the purpose of execution on a DVP/RVP basis may opt out of receiving monthly statements. Contact your Registered Representative to discuss suppression and householding options for your account statements.

EXHIBIT F

**CITY OF TAFT
INVESTMENT IN US GOVERNMENT SECURITIES
BALANCES AS OF 9/30/14**

INVESTMENT DESCRIPTION	COST AT PAR	ACCRUED INTEREST	TOTAL COSTS COST @ PAR+ ACCRUED INT.	MARKET VALUE	RATE OF RETURNS	ANNUAL INCOME	INTEREST PAYMENT DATES
FEDL HOME LOAN BANK BONDS PURCHASED: 11/8/12/ DUE: 5/08/17 FIRST COUPON: 5/08/14/12/ CALL: 2/8/13	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ 989,780.00	0.740%	\$7,400.00	May 8 November 8
FEDERAL FARM CREDIT BANK PURCHASED: 3/12/13/ DUE: 3/12/18 FIRST COUPON: 9/12/13/ CALL: 3/12/14	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ 991,610.00	1.030%	\$10,300.00	March 12 September 12
FEDERAL NATIONAL MTG ASSN PURCHASED: 3/20/13/ DUE: 3/20/18 FIRST COUPON: 9/20/13/ CALL: 9/20/14	\$ 1,000,000.00	\$ -	\$ 1,000,000.00	\$ 988,200.00	1.125%	\$11,250.00	March 20 September 20
CASH BALANCE	\$ -	\$ -	\$ -	\$ -			
INCOME BALANCE	\$ -	\$ -	\$ -	\$ -			
ACCRUED INTEREST BALANCE	\$ -	\$ 3,746.39	\$ 3,746.39	\$ 3,746.39			
TOTAL INVESTMENTS	\$ 3,000,000.00	\$ 3,746.39	\$ 3,003,746.39	\$ 2,973,336.39	0.965%	\$28,950.00	

TOTAL ANNUAL INTEREST INCOME FROM THESE INVESTMENTS:

\$28,950.00

Local Agency Investment Fund
 P.O. Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001
 CITY OF TAFT

www.treasurer.ca.gov/pmia-laif/laif.asp
 November 12, 2014

DIRECTOR OF FINANCE
 209 EAST KERN STREET
 TAFT, CA 93268

PMIA Average Monthly Yields

Account Number:
 98-15-912

Tran Type Definitions

September 2014 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
9/10/2014	9/10/2014	RW	1444002	TERESA BINKLEY	-150,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	1,040,878.57
Total Withdrawal:	-150,000.00	Ending Balance:	890,878.57

EXHIBIT D

CITY OF TAFT Treasurer's Report - CASH & Investment Summary Comparison Balances as SEPTEMBER 13 and SEPTEMBER 14

<u>POOLED DESIGNATED AND OPERATING CASH & INVESTMENTS:</u>	Balance As of <u>09/30/13</u>	Balance As of <u>09/30/14</u>	Changes <u>Inc <SEP></u>
Passbook/Checking Account - WA	\$478,241.69	\$322,190.72	(\$156,050.97)
Certificates of Deposits - United Security Bank	\$254,136.15	\$255,862.26	\$1,726.11
Local Agency Investment Fund	\$2,985,353.92	\$890,878.57	(\$2,094,475.35)
Investments-U.S. Government Securities US Bancorp Piper Jaffray (\$2,500,000.00 Fire Dept. Reserves)	\$3,000,000.00	\$3,000,000.00	\$0.00
Certificates of Deposits - Morgan Stanley	\$602,762.65	\$611,854.70	\$9,092.05
Certificates of Deposits - Multi-Bank Securities	\$300,467.12	\$300,387.53	(\$79.59)
Certificates of Deposits - UBS Financial Services	\$504,113.56	\$502,435.49	(\$1,678.07)
Certificates of Deposits - Morgan Stanley Smith Barn	\$200,310.98	\$200,310.98	\$0.00
Certificates of Deposits -Mutual Securities	\$250,000.00	\$254,970.32	\$4,970.32
TOTAL POOLED DESIGNATED AND OPERATING CASH & INVESTMENTS:	\$8,575,386.07	\$6,338,890.57	(\$2,236,495.50)
 <u>RESTRICTED CASH & INVESTMENTS:</u>			
INMATE WELFARE FUND	\$0.12	\$15,238.29	\$15,238.17
INMATE TRUST FUND	\$8,814.22	\$74,500.65	\$65,686.43
ESCROW ACCOUNT CDFW - US BANK	\$17,331.64	\$17,348.98	\$17.34
TRANSIT SYSTEM SAFETY & SERVICE - US BANK	\$0.00	\$0.00	\$0.00
TRANSIT PTMISEA - US BANK	\$92,023.30	\$87,312.42	(\$4,710.88)
UNITED SECURITY TRASINT CENTER / PTMISEA	\$0.00	\$160,120.50	\$160,120.50
98 REV. REFUNDING BOND - US BANK	\$364,885.80	\$369,916.92	\$5,031.12
97 C.C.F. LEASE REV. BOND - US BANK	\$3,528,539.81	\$3,568,716.08	\$40,176.27
TCDA SUCCESSOR AGENCY REV. BOND INVEST	\$335.69	\$0.00	(\$335.69)
TCDA/LOW MOD REV. BOND INVESTMENT	\$509,520.72	\$0.00	(\$509,520.72)
TOTAL RESTRICTED CASH & INVESTMENTS:	\$4,521,451.30	\$4,293,153.84	(\$228,297.46)
 GRAND TOTAL CASH & INVESTMENTS:	 \$13,096,837.37	 \$10,632,044.41	 (\$2,464,792.96)

EXHIBIT C

**CITY OF TAFT
TREASURER'S REPORT - CASH & INVESTMENT SUMMARY
POOLED DESIGNATED, OPERATING CASH, & INVESTMENTS
AS OF SEPTEMBER 30, 2014**

<u>A/C #</u>	<u>POOLED DESIGNATED AND OPERATING CASH & INVESTMENTS:</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>
9-100	Passbook / Checking Accounts WESTAMERICA BANK "NOW" Demand Deposits (365)	\$322,190.72	\$322,190.72
	TOTAL	\$322,190.72	\$322,190.72
9-101	Local Agency Investment Funds (A) State Pool Demand Deposits(365)	\$890,878.57	\$890,878.57
	TOTAL	\$890,878.57	\$890,878.57
9-103	Certificate of Deposit UNITED SECURITY BANK	\$255,862.26	\$255,862.26
	TOTAL	\$255,862.26	\$255,862.26
9-104	Investment-U.S. Government Securities US Bankcorp Piper Jaffray (\$ 2,500,000.00 Fire Dept. Reserves)	\$3,000,000.00	\$3,000,000.00
	TOTAL	\$3,000,000.00	\$3,000,000.00
9-113	Certificate of Deposit MULTI-BANK SECURITIES	\$300,387.53	\$301,393.53
	TOTAL	\$300,387.53	\$301,393.53
9-114	Certificate of Deposit MORGAN STANLEY	\$611,854.70	\$610,495.58
	TOTAL	\$611,854.70	\$610,495.58
9-115	BOND SECURITY UBS FINANCIAL SERVICES, INC.	\$502,435.49	\$203,257.49
	TOTAL	\$502,435.49	\$203,257.49
9-116	Certificate of Deposit MORGAN STANLEY SMITH BARNEY	\$200,310.98	\$204,128.98
	TOTAL	\$200,310.98	\$204,128.98
9-117	Certificate of Deposit MUTUAL SECURITIES	\$254,970.32	\$259,820.32
	TOTAL	\$254,970.32	\$259,820.32
	TOTAL POOLED DESIGNATED AND OPERATING CASH & INVESTMENTS:	\$6,338,890.57	\$6,048,027.45

SUMMARY OF CASH & INVESTMENT BALANCES BY FUNDS

GENERAL FUND	\$2,336,156.91
SPECIAL REVENUE FUND	\$154,352.00
COMMUNITY CORRECTIONAL FACILITY	(\$4,001,622.10)
SEWER FUND	\$1,852,712.29
REFUSE FUND	\$879,709.57
TRANSIT FUND	(\$1,888,158.38)
FEDERAL WWTP	\$2,911,751.01
TAFT COMMUNITY DEVELOPMENT AGENCY	\$133,466.03
WASTEWATER TREATMENT PLANT	\$3,960,529.24
UNALLOCATED INTEREST INCOME	\$0.00
UNKNOWN DIFFERENCE	(\$6.00)

PRINT FORMAT: P. TOTAL POOLED DESIGNATED AND
OPERATING CASH & INVESTMENTS: \$6,338,890.57

EXHIBIT B

**CITY OF TAFT
Treasurer's Report - Summary of Receipts & Disbursements
For the month ended SEPTEMBER 30, 2014**

	BALANCE AS OF 08/31/14	RECEIPTS	DISBURSEMENTS	ACCRUED INTEREST	TRANSFER IN	TRANSFER (OUT)	BALANCE AS OF 09/30/14
<u>POOLED DESIGNATED AND OPERATING CASH & INVESTMENTS:</u>							
PASSBOOK/CHECKING ACCOUNT-WA	\$18,178.24	\$1,665,818.43	(\$1,511,823.69)	\$17.74	\$150,000.00	\$0.00	\$322,190.72
CETIFICATE OF DEPOSIT/UNITED SECURITY BANK	\$255,732.36	\$0.00	\$0.00	\$129.90	\$0.00	\$0.00	\$255,862.26
LOCAL AGENCY INVESTMENT FUND	\$1,040,878.57	\$0.00	\$0.00	\$0.00	\$0.00	(\$150,000.00)	\$890,878.57
INVESTMENT-U.S. GOVERNMENT SECURITIES (\$2,500,000.00 Fire Dept. Reserves)	\$3,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000,000.00
MULTI-BANK SECURITIES, INC	\$300,289.86	\$0.00	\$0.00	\$97.67	\$0.00	\$0.00	\$300,387.53
CERTIFICATE OF DEPOSIT/MORGAN STANLEY	\$611,353.17	\$0.00	\$0.00	\$501.53	\$0.00	\$0.00	\$611,854.70
CERTIFICATE OF DEPOSIT/UBS FINANCIAL SERVICES INC.	\$1,342,739.55	\$0.00	(\$840,000.00)	(\$304.06)	\$0.00	\$0.00	\$502,435.49
CERTIFICATE OF DEPOSIT/MORGAN STANLEY SMITH BARNE	\$200,311.70	\$339.73	(\$339.73)	(\$0.72)	\$0.00	\$0.00	\$200,310.98
CERTIFICATE OF DEPOSIT/MUTUAL SECURITIES	\$254,970.28	\$0.00	\$0.00	\$0.04	\$0.00	\$0.00	\$254,970.32
TOTAL POOLED DESIGNATED AND OPERATING CASH & INVESTMENTS:	\$7,024,453.73	\$1,866,158.16	(\$2,352,163.42)		\$150,000.00	(\$150,000.00)	\$6,338,890.57
<u>RESTRICTED CASH & INVESTMENTS</u>							
INMATE WELFARE FUND	\$9,374.97	\$5,862.47	\$0.00	\$0.85	\$0.00	\$0.00	\$15,238.29
INMATE TRUST FUND	\$61,113.22	\$26,127.95	(\$12,747.14)	\$6.62	\$0.00	\$0.00	\$74,500.65
ESCROW ACCOUNT-CDFW	\$17,347.46	\$0.00	\$0.00	\$1.52	\$0.00	\$0.00	\$17,348.98
UNITED SECURITY BANK/PTMISEA	\$87,304.77	\$0.00	\$0.00	\$7.65	\$0.00	\$0.00	\$87,312.42
UNITED SECURITY BANK TRANSIT CENTER	\$0.00	\$160,110.41	\$0.00	\$10.09	\$0.00	\$0.00	\$160,120.50
WESTAMERICA BANK-TODA/SUCCESSOR AGENCY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
WESTAMERICA BANK-TODA/LOW MOD HOUSING FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
98 REV. REFUNDING BOND - US BANK	\$369,916.71	\$0.00	\$0.00	\$0.21	\$0.00	\$0.00	\$369,916.92
97 C.C.F. LEASE REV. BOND - US BANK	\$3,412,156.91	\$156,559.17	\$0.00	\$0.00	\$0.00	\$0.00	\$3,568,716.08
TOTAL RESTRICTED CASH & INVESTMENTS:	\$3,957,214.04	\$348,660.00	(\$12,747.14)	\$26.94	\$0.00	\$0.00	\$4,293,153.84
GRAND TOTAL CASH & INVESTMENTS	\$10,981,667.77	\$2,014,818.16	(\$2,364,910.56)	\$26.94	\$150,000.00	(\$150,000.00)	\$10,632,044.41

INTEREST EARNED DURING THE CURRENT MONTH ENDED JUNE 30, 2015 ARE AS FOLLOWS:

	MONTHLY	QUARTERLY	SEMI-ANNUAL	TOTAL
POOLED CASH & INVESTMENTS - WITH - WA	\$17.74			\$17.74
POOLED CASH & INVESTMENTS - WITH - US BANK	\$129.90			\$129.90
POOLED CASH & INVESTMENTS-WITH-MULTI-BANK SEC	\$97.67			\$97.67
POOLED CASH & INVESTMENTS - WITH - L.A.I.F.	\$0.00	\$487.51		\$487.51
POOLED CASH & INVESTMENTS-WITH-MORGAN STANLEY SM	\$339.73			\$339.73
POOLED CASH & INVESTMENTS-WITH-MORGAN STANLEY	\$501.53			\$501.53
POOLED CASH & INVESTMENTS-WITH-UBS FINANCIAL SERV:	(\$304.06)			(\$304.06)
POOLED CASH & INVESTMENTS-MUTUAL SECURITIES	\$0.04			\$0.04
RESTRICTED CASH & INVESTMENTS	\$26.94			\$26.94
TOTAL	\$809.49	\$487.51	\$0.00	\$1,297.00

QUARTERLY INTEREST EARNING ARE AS FOLLOWS:

	QTR. ENDING SEP. 30, 2014	QTR. ENDING DEC. 31, 2014	QTR. ENDING MARCH 31, 2015	QTR. ENDING JUNE 30, 2015	FISCAL YEAR TO DATE
POOLED CASH & INVESTMENTS - WITH - WA	\$64.30	\$0.00	\$0.00	\$0.00	\$64.30
POOLED CASH & INVESTMENTS - WITH - RAYMOND JAMES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
POOLED CASH & INVESTMENTS - WITH - US BANK	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
POOLED CASH & INVESTMENTS-WITH-MULTI BANK SEC	\$289.86	\$0.00	\$0.00	\$0.00	\$289.86
POOLED CASH & INVESTMENTS - WITH - L.A.I.F.	\$487.51	\$0.00	\$0.00	\$0.00	\$487.51
POOLED CASH & INVESTMENTS - WITH - UNITED SECURITY E	\$385.30	\$0.00	\$0.00	\$0.00	\$385.30
POOLED CASH & INVESTMENTS - WITH - MORAN STANLEY SI	\$1,008.23	\$0.00	\$0.00	\$0.00	\$1,008.23
POOLED CASH & INVESTMENTS - WITH - MS	\$1,470.51	\$0.00	\$0.00	\$0.00	\$1,470.51
POOLED CASH & INVESTMENTS - WITH - UBS	(\$557.53)	\$0.00	\$0.00	\$0.00	(\$557.53)
POOLED CASH & INVESTMENTS - WITH - MUTUAL SECURITIE	(\$29.88)	\$0.00	\$0.00	\$0.00	(\$29.88)
RESTRICTED CASH & INVESTMENTS	\$1,919.81	\$0.00	\$0.00	\$0.00	\$1,919.81
TOTAL	\$5,038.11	\$0.00	\$0.00	\$0.00	\$5,038.11

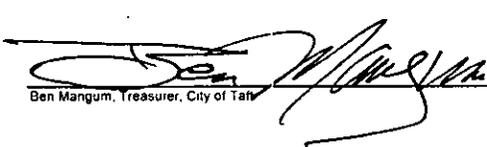
EXHIBIT A

**CITY OF TAFT
TREASURER'S REPORT - CASH & INVESTMENT SUMMARY
AS OF SEPTEMBER 30, 2014**

A/C #	POOLED, DESIGNATED AND OPERATING CASH & INVESTMENTS:	BOOK VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	MATURITY DATE	# OF DAYS TO MATURITY	YIELD TO MATURITY	
							360 DAYS EQUIVALENT	365 DAYS EQUIVALENT
9-100	Passbook / Checking Accounts WESTAMERICA BANK "NOW" Demand Deposits (365)	\$322,190.72	\$322,190.72	5.08%	NOW	1	0.05%	0.05%
	TOTAL	\$322,190.72	\$322,190.72					
9-101	Local Agency Investment Funds (A) State Pool Demand Deposits(365)	\$890,878.57	\$890,878.57	14.05%	NOW	1	0.24%	0.24%
	TOTAL	\$890,878.57	\$890,878.57					
9-103	Certificate of Deposit United Security Bank	\$255,862.26	\$255,862.26	4.04%	NOW	1	1.37%	1.39%
	TOTAL	\$255,862.26	\$255,862.26					
9-104	Investment-U.S. Government Securities US Bancorp Piper Jaffray (\$2,500,000.00 Fire Dept Reserves)	\$3,000,000.00	\$3,000,000.00	47.33%	SEE EXHIBIT E	1	0.95%	0.97%
	TOTAL	\$3,000,000.00	\$2,973,336.39					
9-113	Multi-Bank Securities, Inc	\$300,387.53	\$301,393.53	4.74%	SEE EXHIBIT G	1	1.31%	1.33%
	TOTAL	\$300,387.53	\$301,393.53					
9-114	Morgan Stanley Securities	\$611,854.70	\$610,495.58	9.85%	SEE EXHIBIT I	1	1.14%	1.16%
	TOTAL	\$611,854.70	\$609,872.51					
9-115	UBS Financial Services, Inc	\$502,435.49	\$203,257.49	7.93%	SEE EXHIBIT K	1	1.00%	1.94%
	TOTAL	\$502,435.49	\$203,257.49					
9-116	Morgan Stanley Securities Smith Barney	\$200,310.98	\$204,128.98	3.16%	SEE EXHIBIT M	1	2.00%	2.00%
	TOTAL	\$200,310.98	\$204,128.98					
9-117	Mutual Securities	\$254,970.32	\$259,820.32	4.02%	SEE EXHIBIT O	1	2.00%	2.00%
	TOTAL	\$254,970.32	\$259,820.32					
	OPERATING CASH & INVESTMENTS:	\$6,338,890.57	\$6,020,740.77	100.00%				
	RESTRICTED CASH & INVESTMENTS							
53-100	Restricted cash - Inmate Welfare Fund	\$15,238.29	\$15,238.29	0.35%	NOW	1	0.00%	0.00%
54-100	Restricted cash - Inmate Trust Fund	\$74,500.65	\$74,500.65	1.74%	NOW	1	0.10%	0.10%
60-114	Restricted cash- Escrow Account CDFW	\$17,348.98	\$17,348.98	0.40%	10/21/08	1	0.10%	0.10%
64-101	Restricted 97 CCF Lease Rev. Bond Investments US Bank Security of U.S. Government (365)	\$3,568,716.08	\$3,568,716.08	83.13%	01/01/17		0.00%	0.00%
65-102	Restricted TCDA Successor Agency Rev. Bond Invest: WestAmerica Bank	\$0.00	\$0.00	0.00%	01/01/17		0.00%	0.00%
66-101	Restricted TCDA/Low Mod Rev. Bond Investments WestAmerica Bank	\$0.00	\$0.00	0.00%	01/01/17		0.03%	0.03%
67-101	Restricted 98 Rev. Refunding Bond Investments US Bank Security of U.S. Government (365)	\$369,916.92	\$369,916.92	8.62%	01/07/28		1.03%	1.04%
62-115	Restricted - Investment UBS (PTMISEA)	\$840,000.00	\$840,000.00					
62-104	Restricted cash - Transit PTMISEA Investment US Bank	\$87,312.42	\$87,312.42	2.03%	NOW	1	0.10%	0.10%
62-101	Restricted cash - Transit Center / PTMISEA	\$160,120.50	\$160,120.50	3.73%	NOW	1	0.10%	0.10%
	TOTAL RESTRICTED CASH & INVESTMENTS:	\$4,293,153.84	\$4,293,153.84	96.27%				
	GRAND TOTAL CASH & INVESTMENTS	\$10,632,044.41	\$10,313,894.61					

This report is presented pursuant to the City of Taft's Investment Policy which was revised by the Taft City Council at its regularly scheduled meeting of February 5, 2013.
There are sufficient funds to meet the next 6 months' obligations.

(A) As allowed by California Government Code Section 53646(e), see attached most recent copies of the statements from LAIF and WestAmerica Bank in lieu of the information required by section 53646(b)(1).


 Ben Mangum, Treasurer, City of Taft

California Government Code Section 53646 (b)(3) requires a "statement denoting the ability of the local agency to meet its pool's expenditure requirements for the next six months....." To the best of my knowledge, the City's investment fund has sufficient liquidity to meet its obligations for the next six month's.

It is recommended that you receive and file this information.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ben Mangum". The signature is fluid and cursive, with a large initial "B" and "M".

*Ben Mangum
City Treasurer*

*Cc: Craig Jones, City Manager
Teresa C. Binkley, Finance Director
Samantha Anderson, Accountant*

CITY OF

TAFT

energized for the future

September 12, 2014

*Members of City Council
City of Taft*

Reference: Treasurer's Report for the Month of September, 2014

Dear Members of the City Council:

The attached are Treasurer's Investment Fund Summary Report, Cash Receipts & Disbursements Summary Report, and other supporting documents of the report. The investment Fund Summary Report is presented at fair market value, as well as book value in accordance with Statement No. 31 of the Governmental Accounting Standards Board (GASB), Accounting and Financial Reporting for Certain Investments. As defined, when the Treasurer's Pooled Cash Portfolio is an external pool and must report accordance with GASB 31 for fiscal years beginning after June 15, 1997. The reporting at fair market value is for compliance with GASB 31 and is not to be used for budgetary purposes, since actual fund values and interest allocated in the Investment Fund are on an accrued accounting basis according to Generally Accepted Accounting Principles.

The monthly and quarterly interest earnings from the pooled unrestricted money investments in passbook/checking accounts, certificate of deposit, and investment in U.S. government securities for the month ended September 30, 2014, were \$782.55, and the quarterly interest from the pooled unrestricted money investment in the Local Agency Investment Funds and certificate of deposit for the quarter ended September 30, 2014 were \$487.51 and the restricted money investment monthly interest earning were \$26.94. These earnings represented an average net annualized yield of 1.41%, .24%, and .29%, respectively. For reference, a comparable statement of interest earnings on a quarterly basis for the year ending June 30, 2015 is shown at the bottom of the Summary of Receipts & Disbursements report. The investment program generates additional annual operating revenue for the City. Interest earnings are distributed quarterly to the participating funds in the City's Investment Fund.

California Government Code Section 53646 (b)(2) requires a report of "compliance with the statement of investment policy, or manner in which the investment is not in compliance". At the time of purchase all investments were in compliance with State law and our investment policy.



City of Taft Agenda Report

DATE: December 2, 2014

TO: MAYOR AND COUNCIL MEMBERS

AGENDA MATTER:

REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF TAFT AND PRASAYUS COMMERCIAL CONSTRUCTION FOR THE INSTALLATION OF A DRAINAGE FACILITY AT APN 032-152-12

SUMMARY STATEMENT:

On January 17, 2006, the City Council adopted Resolution No. 2881-06 approving Tentative Tract Map No. 6548 for an 18 lot subdivision. The project proceeded with rough grading and constructing a perimeter block wall, but halted construction due to the downturn of the economy. The incomplete construction has resulted in the incomplete mitigation of stormwater drainage affecting their property and an adjoining vacant commercial property to the east.

The property to the east, APN 032-152-12, has been approved and is under construction for a new Taco Bell restaurant on just about one-third of the property area. The developer of the Taco Bell, Prasayus Commercial Construction, would like to develop the remainder of the property, but must mitigate the stormwater drainage issue in order to move forward. The City has proposed to offer a similar reimbursement agreement to Prasayus as was offered to the developer of TTM 6548.

The agreement is tied to the successful completion of the Taco Bell restaurant. The drainage facility must be constructed on APN 032-152-12 within 12 months of Taco Bell receiving its Certificate of Occupancy in order to take advantage of the offered reimbursement. The property at APN 032-152-12 has recently been approved, by the Planning Commission, for a subdivision under Tentative Parcel Map No. 12126 for three lots. The final map for the subdivision was recorded with Kern County on October 28, 2014. The drainage facility will be crossing Parcels 2 and 3 of Parcel Map 12126.

RECOMMENDED ACTION:

Motion to authorize the Mayor to sign a letter providing for a reimbursement agreement between the City of Taft and Prasayus Commercial Construction for the installation of a Drainage Facility at APN 032-152-12.

IMPACT ON BUDGET: Yes, up to \$40,000 from General Fund

ATTACHMENT (Y/N): Reimbursement Agreement Letter
Parcel Map No. 12126
Resolution No. 2881-06 – TTM 6548 Conditions of Approval
Taft City Council, Regular Meeting Minutes, January 17, 2006

PREPARED BY: Mark Staples, Director, Planning & Community Development

REVIEWED BY:

CITY CLERK:	FINANCE DIRECTOR:	CITY MANAGER:
--------------------	--------------------------	----------------------



December 2, 2014

Prasayus Commercial Construction
Attn: Rick Jhaj
1631 South Comanche Drive
Bakersfield, CA 93307

Re: Drainage Facility Improvement Cost Reimbursement Agreement – Taco Bell Site, 1121 Kern Street (APN 032-152-12, Parcel 2 and 3 of Parcel Map No. 12126)

Dear Mr. Jhaj,

The City of Taft is excited at the return of Taco Bell and further commercial development of your property at 1121 Kern Street. It has come to our attention that a significant drainage improvement is needed across the full length of the southern edge of your property. I am writing to verify the City Council's support for your projects by offering the following development incentive:

The City of Taft agrees to reimburse you, the developer, of up to \$40,000 or up to 50% of the construction costs (whichever is less) towards design, material costs, and installation of the drainage facility across the southern property line of APN 032-152-12; or otherwise known as Parcels 2 and 3 of Parcel Map No. 12126. The drainage facility needs to be constructed similarly to the facility Pinnacle Engineering designed for Tentative Tract Map No. 6548 to the west of your site. The facility needs to be designed to accept stormwater flows from the intersection of Church Street and Ranier Avenue northward along the alley onto your property and connect to the drainage inlet that is under the parking lot of the commercial property to the east.

The City of Taft offers this development incentive so long as the facility is installed and completed within 12 months of the Taco Bell building's receipt of its Certificate of Occupancy. If you have any questions regarding this letter, you may contact our City Manager, Craig Jones, or Planning Director, Mark Staples.

Sincerely,

Mayor, City of Taft

TENTATIVE PARCEL MAP 12126

IN THE CITY OF TAFT
ALSO BEING A PORTION OF THE NE1/4 OF SECTION 14, T.32S., R.23E., M.D.B&M., IN
THE CITY OF TAFT, COUNTY OF KERN, STATE OF CALIFORNIA.

CONSISTING OF 3 PARCEL CONTAINING 2.52 GROSS ACRES.

BASIS OF BEARINGS
PROVIDED AT TIME OF FIELD SURVEY

STATISTICS	
OWNER:	JHAJ & BRAR III
	22643 RONNIE COURT
	BAKERSFIELD, CA 93314
ENGINEER:	PATRICK AND HENDERSON, INC.
	ALLAN P. HENDERSON
	CALIFORNIA NO. 25224, EXP. 12/31/2015
	1965 AIRPORT DRIVE
	BAKERSFIELD, CA 93308
SITE ADDRESS:	STATE HIGHWAY 33
ASSESSOR'S NO:	032-152-12
WATER SUPPLY:	WESTERN WATER DISTRICT
SEWAGE DISPOSAL:	CITY OF TAFT
EXISTING ZONING:	GC (GENERAL COMMERCIAL)
PROPOSED ZONING:	GC
EXISTING USE:	VACANT
PROPOSED USE:	PARCEL 1 FAST FOOD RESTAURANT PARCELS 2 & 3 FUTURE COMMERCIAL
ACCESS TO SITE:	STATE HIGHWAY 33
PROPOSED PHASING:	NONE
EXISTING NO. OF PARCELS:	1
PROPOSED NO. OF PARCELS:	3
TOTAL PROJECT AREA GROSS	2.52 AC
TOTAL PROJECT AREA NET:	2.52 AC NET
PROPOSED MIN. PARCEL SIZE:	17,875 SF
OFFSITE ROAD IMPROVEMENTS:	AS REQUIRED BY CALTRANS
POWER:	PG&E (EXISTING)
PHONE:	PT&T (EXISTING)

PM NO. 4758
P.M. BK. 21, PG. 28
PARCEL 2
APN: 032-152-45
VACANT

PARCEL 3
61,027 SF
1.40 AC

PARCEL 1
31,230 SF
0.71 AC

PARCEL 2
17,875 SF
0.41 AC

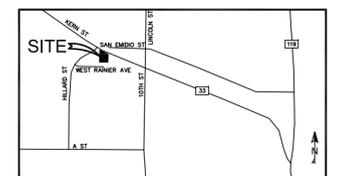
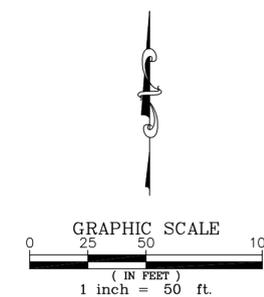
PM NO.: 6557
PM BK. 28, PG. 1
PARCEL 2
APN: 032-520-09
SHOPPING CENTER

LEGEND

- DISTINCTIVE PARCEL MAP BORDER
- MONUMENT PER TRACT 4175 BK. 30 OF MAPS, PG. 45
- SET 1/2"x18" REBAR WITH PLASTIC CAP MKD. RCE 25224
- BK BOOK
- PG PAGE
- KCS KERN COUNTY SURVEYOR
- BC BRASS CAP
- MKD MARKED
- IP IRON PIPE
- CONC. MON. CONCRETE MONUMENT
- COR CORNER
- SEC SECTION
- PM PARCEL MAP
- BOB BASIS OF BEARINGS
- O.R. OFFICIAL RECORD
- RCE REGISTERED CIVIL ENGINEER
- EDGE OF PAVEMENT
- FLOWLINE OF EXISTING DRAINAGE CHANNEL
- TOP OF SLOPE OF DRAINAGE CHANNEL

I, ALLAN P. HENDERSON HEREBY STATE THAT THERE ARE NO STRUCTURES WITHIN THIS MAP OR WITHIN 150 FEET OF THE MAPS BOUNDARY UNLESS SHOWN HEREON.

ALLAN P. HENDERSON
CALIFORNIA NO. 25224
EXP. 12/31/2015



VICINITY MAP
NOT TO SCALE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING VESTING TENTATIVE TRACT MAP NO. 6548, SUBJECT TO THE CONDITIONS OF APPROVAL CONTAINED HEREIN.

WHEREAS, the City Council has considered the application filed by Joanne and Jeff Lockwood of Taft Developers, hereinafter called "Subdivider", P.O. Box 437, Solvang, CA 93464, requesting the approval of a Vesting Tentative Tract Map for the creation of 20 lots for single-family houses on property identified as Parcel 2 of Parcel Map 4758 in the City of Taft, also known as Assessor Parcel 032-152-45, located at the southwest corner of Highway 33 and Hillard Street; and

WHEREAS, the a portion of the property straddling Hillard Street (south of Highway 33) is proposed to be left vacant as lot A; and

WHEREAS, the Planning Commission held a public hearing on the matter on December 13, 2005, and recommended to the City Council the approval of the project subject to conditions of approval; and

WHEREAS, notice of time, place, date and purpose of the aforementioned hearings were duly given and evidence, both written and oral, were duly presented to and considered by the Planning Commission and the City Council at the above-mentioned public hearings;

NOW, THEREFORE, THE CITY COUNCIL DOES FIND, DETERMINE AND APPROVE AS FOLLOWS:

Section 1. The Planning Commission finds that the proposed map as represented by Vesting Tentative Tract No. 6548 (as contained in Exhibit -1 of the staff report, dated January 17, 2006, on this matter, which report is incorporated herein by reference) is consistent with the City's adopted General Plan and Zoning Ordinance.

Section 2. The Design Improvements of the proposed Subdivision are consistent with the General Plan.

Section 3. The site is physically suitable for the proposed density of the development.

Section 4. The site is physically suitable for the type of development proposed.

Section 5. That the design of the Subdivision or proposed improvements is not likely to cause substantial environmental damage or substantially or unavoidably injure fish or wildlife or their habitat. A Negative Declaration with De Minimis Impact finding is hereby adopted.

Section 6. That the design of the Subdivision or the types of improvements is not likely to cause serious public health problems.

Section 7. That the design of the Subdivision and the type of improvements will not conflict with the easements required by the public at large for access through or use of, property within the proposed Subdivision.

Section 8. The City Council here by approves Vesting Tentative Tract Map No. 6548, subject to Section 10-10-9 of Title X, Subdivisions, and the following Conditions of Approval:

1. This Vesting Tentative Tract Map shall expire twenty-four (24) months from the date the City Council would approve the project. Sub-divider, not less than thirty (30) days prior to the expiration date, may request in writing to the City Council for an extension of the approval.
2. Application for approval of the Final Tract Map shall be filed with the City Council thirty (30) days prior to the expiration date of the Vesting Tentative Tract Map.
3. The Subdivider shall dedicate for public street purposes the streets named Bellamy Road and Grindstone Court within the boundaries of Vesting Tentative Tract No. 6548. The street Right-of-Way shall conform to City Standards, with a six foot (6') Public Utility Easement (PUE) on each side of the street.
4. That the Subdivider shall record an irrevocable offer of dedication of 15 feet of land along State Route (SR) 33 to CALTRANS for street widening purposes.
5. That frontage improvement on SR 33, including widening, curb, gutter, sidewalk, and curb ramp shall be provided to the satisfaction of CALTRANS and the City of Taft.
6. That a corner cut-off shall be provided to improve sight distance at the southwest corner of SR 33 and Hillard Street, the sight distance being 495 feet.
7. That an encroachment permit must be obtained from CALTRANS for all proposed activities for placement of encroachments within, under, or over the State Highway rights-of-way, in compliance with CALTRANS standards and requirements.
8. That the Subdivider must submit pedestrian improvement plans for certification by CALTRANS.
9. That the parkway landscaping and sidewalk theme existing on the east side of Hillard Street shall be continued along the frontages on Hillard Street and SR 33. That the landscape and irrigation plans shall be submitted to the Planning Department for review and approval.
10. That on-site drainage shall satisfy City of Taft Sandy Creek Drainage Study and Recommendations. All studies and plans shall be submitted for review and approval by Department of Public Works and City Engineer.
11. That the proposed easements on lots 12 and 13 shall be removed from the Final Map. All existing easements shall be abandoned. The subdivider shall redirect the drainage discharged into the subject site from Church Street and any on-site

drainage from the back-end of the southerly lots into a drainage system that shall be built under the southerly alley. The drainage system so built shall be connected to the drain-inlet at the west end of the alley and the drain-inlet expanded, as needed, to accommodate drainage flow. The subdivider shall submit plans for approval and obtain necessary encroachment permits to accomplish the same. The City agrees to reimburse the subdivider an amount not to exceed \$30,000 or 50 percent of the costs, whichever is less, towards design, material costs, and installation of an adequate drainage system.

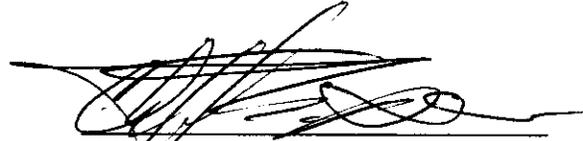
12. That grading, curbs, gutters, and drainage structures shall be provided as necessary for proper drainage and public safety. All public improvements including curb, gutter, residential sidewalk, drive approaches, in City rights-of-way shall be constructed and installed according to the City Standards and Specifications, type A, to the satisfaction of the City Public Works Director and City Engineer. Local street structural section design shall be based on 4.75 TI per preliminary soils reports.
13. All off-site improvements shall comply with the City of Taft standards.
14. Water plans shall be approved by West Kern Water District and that the applicant shall pay for water system improvements, such as water supply requirements, wells, pipelines, pump stations, and storage tanks, required to serve the proposed project, which requirements are being studied through a water system study currently underway.
15. The Subdivider shall install water systems in compliance with the requirements of the West Kern Water District.
16. Subdivider shall obtain the necessary documents from the Water Purveyor indicating adequate domestic and fire flows will be provided according to the City's Standards and Specifications to the satisfaction of the Planning Director and Fire Chief, Public Works Director, and the City Engineer.
17. The sub-divider shall install water facilities to the subdivision including all such equipment, pipelines, and appurtenances as may be necessary to insure the subdivision with a minimum supply of water for domestic and fire protection purposes. The water facilities shall be designed and installed in accordance with West Kern Water District standards and applicable City standards.
18. The Sewer system shall be installed in accordance with the City's Standards and Specifications and to be connected with the existing system as indicated by the City of Taft. Sewer line access locations (manholes) shall be designed and constructed with the approval of the Director of Public Works and City Engineer.

19. As-built plans for the sewer wyes and water service connections shall also be submitted to the satisfaction of the Public Works Director and City Engineer. Site shall be prepared for development by following the recommendations and guidelines presented in the Preliminary Geotechnical Engineering Investigation, Project No. 022-05141, dated August 30, 2005, prepared by Krazan & Associates. Final soils report is required upon the completion of all grading.
20. That a Grading Plan is required and shall conform to good engineering practices and the provisions of Chapter 70 of the Uniform Building Code as adopted by the City of Taft.
21. That the developer shall submit a perimeter fence and wall plan to the Planning Director, prior to obtaining building permits.
22. That all plans comply with ADA requirements.
23. The Final Tract Map shall conform to the California Subdivision Map Act, as amended.
24. Easements shall not be granted or recorded within areas proposed to be granted, dedicated, or offered for dedication for public street purposes or highways, access rights, restriction rights, or other easements until after the Tract Map is filed with the County Recorder and such easements are subordinated to the proposed grants or dedications. If easements are granted after the date of tentative approval, subordination must be executed by the easement holder prior to the filing of the Final Map.
25. Facilities for mail distribution shall be placed one foot (1') from rear curb line at a height of three to three and one-half feet (3 - 3½'). Placed mail boxes to provide for multiple deliveries.
26. That all houses shall be installed with lighted house numbers visible at night for assisting in emergency response.
27. That the Subdivider shall notify all affected utility companies and obtain Will Serve letters/approvals.
28. All utilities including electrical, telephone and television cable shall be installed underground and shall be completely installed from view. Such service shall be obtained from the closest or most convenient facilities in the area.

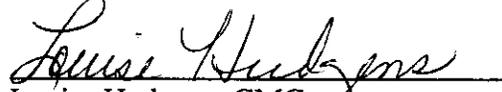
29. Utility easements shall be dedicated for the use of various utility companies, except for Water, in accordance with the serving utility companies requirements which shall be noted on the Final Map
30. Sub-divider shall cause the installation of high pressure sodium vapor lights along public streets according to the Standards and Specifications as established by the Taft Public Works Department and located and developed to the satisfaction of the Director of Public Works. The street light pole and arm shall become the property of the City of Taft. Street signage shall comply with City of Taft standards and as approved by the Director of Public Works and the City Engineer.
31. That two fire hydrants shall be installed prior to and during the time of construction. Fire hydrants shall be constructed and operated to Standards and Specifications as established by the Taft City Fire Department and located on lots 1 and 4 and developed to the satisfaction of the Fire Chief. Water supply to these hydrants shall be looped and water supply lines must supply the hydrants from two directions. A plan shall be submitted prior to installation.
32. The sub-divider shall monument all lots to identify the lot widths and depths prior to construction on any lots.
33. Subdivider shall consult and cooperate with the City of Taft Police Department, Chief of Police, regarding security within the tract.
34. That fugitive dust emission during grading and construction, soil stabilization, and carry-out and track out adhered to vehicle tires onto paved public roads shall comply with San Joaquin Valley Air Pollution Control District Regulation 4901 and 4902.
35. Prior to release of utilities for service connections thereof, final building, electrical, plumbing, and mechanical approval, the following shall be completed in their order of priority:
 - a. The owner or general contractor shall submit a list of all contractors and/or sub-contractors performing work on this project or development to the Director of Planning/Building and such contractors shall obtain a valid business licenses to do business and/or work in the City of Taft.
 - b. All requirements of the Taft Municipal Code as they pertain to this development shall be complied with and such requirements are hereby added as condition of approval.

c. The City Engineer shall issue the Certificate of Compliance.

PASSED, APPROVED AND ADOPTED on this 17th day of January 2006.


Cliff Thompson, Mayor

ATTEST:


Louise Hudgens, CMC
City Clerk

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

I, Louise Hudgens, 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 17th day of January 2006, by the following vote:

AYES: Council Members: Linder, Miller, Noble, Nöerr, Thompson
NOES: Council Members: None
ABSENT: Council Members: None
ABSTAIN: Council Members: None


Louise Hudgens, CMC
City Clerk

**TAFT CITY COUNCIL
JANUARY 17, 2006**

REGULAR MEETING

The January 17, 2005, regular meeting of the Taft City Council, held in the Civic Center Council Chamber, 209 E. Kern Street, Taft, California, was called to order at 7:00 p.m. by Mayor Thompson. Planning Commissioner Barry Jameson led the Pledge of Allegiance, and Jerry Buzzell of Youth for Christ gave the invocation.

PRESENT: Mayor Cliff Thompson, Mayor Pro Tem Dave Noerr;
Council Members Paul Linder, Randy Miller and Craig Noble;
City Manager Becky Napier, City Attorney Kathy Gibson and
City Clerk Louise Hudgens.

1. PUBLIC HEARING – VESTING TENTATIVE TRACT MAP NO. 6548
Applicants: Joanne and Jeff Lockwood, Taft Developers, P.O. Box 437, Solvang, CA 93464

The duly noticed public hearing was opened to receive testimony from proponents and opponents.

Jeff Lockwood of Taft Developers, indicated that he accepts the conditions of approval with the exception of item No. 11 which requires him to redirect drainage that discharges onto the proposed site. He stated that the engineers for the proposed development had conducted a run-off study and that only 7% of the discharge generates on this property. Since the other 93% is originating from higher elevations, Lockwood stated that he does not feel he should be fully responsible for the cost of installing the drainage system, although he is willing to absorb up to about \$20,000 of the total cost.

There was no further testimony and the public hearing was closed.

Motion: Moved by Linder, seconded by Noerr, to approve resolution entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING VESTING TENTATIVE TRACT MAP NO. 6548, SUBJECT TO THE CONDITIONS OF APPROVAL CONTAINED HERIN.

Council Members discussed the origin of the drainage issue, possible solutions, and areas of responsibility. Mayor Thompson suggested that Lockwood, the owners of an adjoining parcel and the City each pay one third. City Attorney Gibson stated that a lien for the cost could not be placed on the adjoining property although it could be a provision of any future development to re-coup the cost. Council Member Noble stated that the City would be setting a precedent if it shares any of the cost. City Manager Napier indicated that the staff report proposed cost of about \$60,000; however, a more recent estimate was closer to \$100,000.

After lengthy Council discussion, and with Tom Mayo, Vic Killingsworth and Lee Wilson speaking from the audience, Council concurred that past Councils and developers had either neglected or were not aware of the seriousness of the drainage issue and the impact on future developers. Council Members Linder and Miller concurred that the City should take some responsibility with the problem, although they were not in favor of paying more than staff's recommendation of 50% of the \$60,000 estimate.

Members concurred to amend the resolution, condition No. 11, to include "The City agrees to reimburse the sub-divider an amount not to exceed \$30,000 or 50 percent of the costs, whichever is less, towards design, material costs, and installation of an adequate drainage system".

Motion: Moved by Linder, seconded by Noerr, to amend motion to approve resolution entitled A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT APPROVING VESTING TENTATIVE TRACT MAP NO. 6548, SUBJECT TO THE CONDITIONS OF APPROVAL CONTAINED HERIN, as amended. (*Resolution No.2881-06*)

AYES: Linder, Miller, Noble, Noerr, Thompson

- Mayor Thompson recessed the meeting at 8:27 p.m. for a short break, reconvening at 8:34 p.m.

2. CITIZEN REQUESTS/PUBLIC COMMENTS

Jerry Pearson, General Manager of West Kern Water District, thanked City Council and staff for all their hard work and indicated that the City and the District had a good working relationship. He stated that the Water District desires to cooperate to the fullest in promoting new development in Taft, that the District strives to give every customer the same level of service, and that every customer is expected to pay their own way.

Art Carlton, former City Treasurer, thanked staff for the Christmas card. Carlton stated that when he came to Taft 60 plus years ago, there was a City Fire Department and hopes that the City continues to maintain it as is.

Tom Mayo encouraged everyone to support the Military troops and to write a letter to the Commander-in-chief; indicated that there were no gang problems years ago and implied that it was because there was a military draft; and indicated that there is a growing homeless problem.

Curtis Walchock stated that there is a Healthcare Advisory Committee meeting on Thursday evening. He expressed concerns that he was encountering a large number of local citizens that have a negative perception of City Hall. Walchock encouraged Council and audience participants to share information and to encourage citizen participation, especially the youth, with community affairs and to promote all that is going on in the city with a positive approach.

3. REPORT FROM CITY TREASURER

City Treasurer Bill LeBarron provided the City Council with the current financial condition. (The Treasurer's Report ending December 31, 2005 was distributed at the meeting).

4. COUNCIL STATEMENTS (NON ACTION)

Council Member Miller indicated that he agreed with comments made by Mr. Walchock and that he had also encountered many residents that live in Taft but do not participate in local events; expressed dismay that the Daily Midway Driller had announced that it had cut down to two publications per week; expressed appreciation to the article written by Andy Reed, a positive article written about Taft by a newcomer to Taft; and shared information from the monthly report provided by Westside Waste Management.

Council Member Linder humorously suggested that in lieu of a military draft, perhaps a Council draft would be appropriate to encourage citizen participation.

Council Member Noble voiced agreement with Mr. Pearson from the Water District and stated that he does not believe the citizens should have to subsidize development fees.

Council Member Noerr thanked Citizens Advisory Committee members for their attendance and reported that they are working hard to come up with a long term solution to health care for the West Side. Noerr stated that he had heard concerns about the long delay with Colston Construction's Hillard Street development, and wanted citizens to know that the delay was because of endangered species in the area and that it was not because of City Council or staff.

Mayor Thompson stated that a final draft of the re-design of the Airport General Plan had been received earlier in the day and that Taft was a step closer to being able to have the airport and build houses nearby. Mr. Thompson indicated that he would furnish a copy to members of the Airport Committee, and Council Member Miller instructed City Manager Napier to schedule an Airport Committee meeting.

5. CITY MANAGER STATEMENTS – None.

6. CITY ATTORNEY STATEMENTS

City Attorney Gibson expressed appreciation to Council and staff for their condolences and support during the recent loss of her father-in-law Bill Gibson.

CONSENT CALENDAR ITEMS 7 - 9

Councilmember Miller requested that item No. 8 be removed from the consent calendar and City Attorney Gibson requested that item No. 9 be removed.

Motion: Moved by Noble, seconded by Miller, to approve consent calendar item No. 7.

AYES: Linder, Miller, Noble, Noerr, Thompson

7. APPROVAL OF MINUTES
January 3, 2006 Regular Meeting.
Recommendation - Approve as submitted.

8. PAYMENT OF BILLS
Cash Disbursements Warrant #56968-#57083 - \$463,011.18
Recommendation – Consent of approved expenditures.

Motion: Moved by Noble, seconded by Linder, to approve Payment of Bills.

AYES: Linder, Noble, Noerr, Thompson

ABSTAIN: Miller (abstain on Warrant #57045, yes on remainder of bills)

9. AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
RURAL HEALTH DESIGN NETWORK

City Attorney Gibson stated that the contract as submitted did not have a term date. Mayor Thompson indicated that Kathy Yarborough suggested to him that the study would be complete no later than August 2006.

Motion: Moved by Noerr, seconded by Noble, to approve the Agreement for Professional Consulting Services between the City of Taft and the Rural Health Design Network, and to add the term date of August 1, 2006.

AYES: Linder, Miller, Noble, Noerr, Thompson

10. AUTOMATIC SWITCH OVER BOX FOR FIRE DEPARTMENT EMERGENCY GENERATOR

Motion: Moved by Linder, seconded by Noerr, to approve the installation of the automatic switch over switch, an electrical source at the generator to keep the batteries fully charged, and appropriate \$2,347.08 from the capital reserve.

AYES: Linder, Miller, Noble, Noerr, Thompson

11. MEMORANDUM REGARDING SALE OF CITY-OWNED REAL PROPERTY

Council Members and City Attorney Gibson discussed whether to adopt a policy to cover the sale of real property and Gibson advised that if Council wanted a policy, then it should be consistent with the State policy. After discussion, Council concurred that as long as city owned property was sold and used for the good of the public, no formal policy need to be adopted.

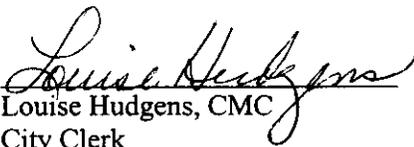
Mayor Thompson recessed the regular meeting to conduct a Taft Community Development Agency meeting at 9:22 p.m. At the conclusion of the TCDA meeting, Thompson re-opened the regular meeting and then recessed to closed session at 9:25 p.m. The regular meeting reconvened at 9:57 p.m. with all Council Members present.

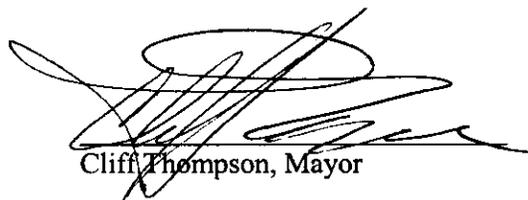
CLOSED SESSION

A. At this time the City Council will hold closed session pursuant to Government Code Section 54957.6(a) to provide instructions to the local agency's designated representative Becky Napier, City Manager, regarding salary negotiations, Bargaining Units A and E.

ACTION TAKEN: No action taken.

ADJOURNMENT – Upon a motion by Linder, seconded by Noerr and approved unanimously, the meeting adjourned at 9:57 p.m.


Louise Hudgens, CMC
City Clerk


Cliff Thompson, Mayor



City of Taft Agenda Report

DATE: DECEMBER 4, 2014

TO: MAYOR AND COUNCIL MEMBERS

AGENDA MATTER:

APPROVE THE CONTRACT RENEWAL FOR A SCHOOL RESOURCE OFFICER AT THE TAFT CITY SCHOOL DISTRICT.

SUMMARY STATEMENT:

The Contract for the Taft Police Department School Resource Officer (SRO) at the Taft City School District needs to be renewed. The changes to the contract are salary based and additional language to insure the contract does not expire within 5 years and stays in full force and effect.

The contract has been reviewed by the City attorney and approved for content.

RECOMMENDED ACTION:

Motion to approve, renew, and sign the contract with the Taft City School District for a School Resource Officer (SRO).

FUNDING SOURCE: N/A

ATTACHMENT (Y/N): Taft City Schools Contract

PREPARED BY: Ed Whiting – Chief of Police

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF TAFT/TAFT POLICE DEPARTMENT
AND THE TAFT CITY SCHOOL DISTRICT REGARDING
THE SERVICES OF SCHOOL RESOURCE OFFICER**

This Memorandum of Understanding (MOU) is entered into between the City of Taft on behalf of the Taft Police Department (jointly referred to herein as "TPD"), and the Taft City School District (TCSD). The purpose of this MOU is to delineate each party's right and responsibilities with regard to the assignment of a TPD law enforcement officer, known as a School Resource Officer (SRO), to work closely with the TCSD.

Recitals

- A. The parties agree that the assignment of the TPD law enforcement officer to work closely with TCSD as a SRO will enhance student safety, decrease the frequency of drug use and substance abuse by youths, lessen the occurrence of youth violence, dissuade gang activities, encourage good relations between TPD and the student community, benefit law enforcement generally in the Taft community, and promote the overall safety and security of the educational environment at TCSD schools.
- B. The parties agree that the activities and duties of the SRO may include, but are not limited to, traffic control in and around TCSD campuses; campus security; truancy reduction; school related criminal investigations; drug and alcohol related education; leading periodic meeting to discuss school safety/youth drug use issues/gang activity/other youth related crime; participate in School Attendance Review Board meetings when invited; and participate in county level truancy reduction meetings/organizations.
- C. The parties desire to delineate their respective rights and responsibilities in connection with the delivery of SRO services by TPD.

Terms

The parties agree as follows:

1. Payment: TCSD shall pay to TPD a flat amount in the sum total of \$110,000.00. Said sum shall be paid semi-annually beginning July 1, 2014 and ending the month of June 30, 2015. TPD shall submit a corresponding invoice December 31 for first six months and June 30 for the remainder of service. TCSD shall pay each invoice within 30 calendar days provided the invoice is in the correct amount and appropriately submitted.

2. Responsibilities of TPD:

Any law enforcement officer assigned to the SRO position contemplated by this MOU shall be a trained and sworn peace officer employed by TPD.

TPD will provide to TCSD upon request an informative profile of any officer to be assigned as SRO. The profile shall contain all potentially relevant information regarding the officer, including information of a negative character, if any.

TPD will only assign the position of SRO to those law enforcement officers agreed to by TCSD.

TPD will assign the SRO full-time to the TCSD for a one year period beginning July 1, 2014. The SRO may be assigned non-school related duties during an emergency, a crisis, or when school is not in session.

TPD will consult and coordinate the activities and duties of the SRO with TCSD. Both TPD and TCSD will designate a primary contact person for this purpose. The contact person for TPD may be the assigned SRO.

TPD will, in conjunction with TCSD, schedule, announce, and conduct "Safe Campus Committee" meetings once a month for the purpose of discussing school safety, youth drug use issues, gang participation/activity, and other youth related crime. TPD will designate a primary representative for this purpose, which may be the assigned SRO. TCSD should encourage maximum attendance by school site administrators and/or their designees.

TPD will participate in School Attendance Review Board meetings when invited. The TPD representative at such meetings may be the assigned SRO. TPD may also be asked to attend Kern County Truancy Reduction and Coalition of Kern County (TRACK) meetings. The SRO will work in a collaborative manner with the TCSD site administrators and staff maintaining the highest level of visibility possible. It should be understood that during any work day should an urgent need or extraordinary circumstance arise requiring the presence of the SRO at a location other than the assigned campus the SRO shall, upon request and on an "as needed" basis, be required to assist with said situation.

SRO will develop and maintain open communication and accountability with the administrators of their assigned campus, and foster and maintain that communication and accountability with the management of the school so TCSD is, as much as possible, aware of the SRO's status on/off campus.

SRO will make a positive effort to interact with students as a representative of TPD and act as an adult role model outside the classroom, on the playground, or during any school activity.

SRO will make every effort to inform the school employees of the instructional, investigative, or enforcement role of the SRO and how to best utilize the services provided by TPD.

TPD will provide the SRO with a patrol vehicle and associated equipment (radio, computer, fax, etc.). TPD will bear the cost of operating, maintaining, and repairing the patrol vehicle and associated equipment (gas, oil, tires, repairs, etc.).

TPD will approve overtime. Flexible hours of assignments may be considered in order to cover special or evening events.

TPD will approve, arrange, and fund any training that may be needed by or recommended for the SRO.

When requested by TCSD, TPD through the assigned SRO or otherwise will also:

- Review and advise as necessary, and assist in development of school protocols to be used in the event of a tragic situation developing at a school site.
- Review and advise as necessary, or assist in development of a coordinated intervention system for the purpose of facilitating referral of high risk youths to intervention and counseling programs.
- Actively participate in the TCSD intervention program designed to
 - 1) decrease drug possession and sales,
 - 2) increase arrests for drug possession and sales, and
 - 3) increase law enforcement visibility on elementary school and middle school campuses as appropriate.
- Schedule, announce, and conduct periodic training of school personnel, including campus security staff, in maintaining school safety, recognizing signs and symptoms of drug use, gang identification and prevention, and prevention of youth violence or other youth related crime.
- Schedule and conduct school-wide or classroom presentations, including but not limited to, TOO GOOD FOR DRUGS or instruction for students and other presentations as necessary.
- Perform other duties as mutually agreed, such as patrolling, and traffic control in and around school sites.
- Respect the constitutional and statutory rights accorded to students and school staff.

- Cooperate reasonably and fully with TCSD administrative personnel.
- Arrange for law enforcement coverage during after-school activities, such as spotting events, award ceremonies, student productions, talent shows, graduation, etc.

3. Responsibilities of TCSD:

TCSD will cooperate reasonably and fully with the assigned SRO and related TPD personnel. TPD is entirely responsible for the SRO's monthly salary and benefits.

TCSD will be responsible for all the cost of outside training required and provided to the SRO by TCSD, but only with the authorization and prior written approval of the TCSD Superintendent.

TCSD will provide the SRO with office space, supplies, and equipment necessary to develop and deliver pertinent information or presentations to students, school staff, other law enforcement officers/agencies, or to prepare for the meetings required under this MOU, including access to word processing equipment, copying machines, overhead projectors, and stationery supplies, as well as secretarial assistance and help from TCSD personnel when needed.

In order to maintain the success of the program, the Principal of each site shall provide timely feedback to the SRO and TCSD Superintendent or designee in those incidences where said Principal may have concerns related to the performance of the assigned SRO, or questions related to the content of this agreement.

4. Emergency Overtime:

The parties acknowledge that a school related emergency caused by a highly atypical event may occur whereby TCSD will require the services of an SRO for an unusually large number of hours in a given period of time. Reimbursement for such, over and above the usual monthly charge, is outside the scope of this MOU.

Should such an event occur and the overtime services of an SRO become necessary, the parties agree to negotiate promptly and in good faith. Reimbursement shall not exceed the actual additional cost of overtime services. Overtime services shall not be provided with the expectation of additional reimbursement without first obtaining the express authorization of the Superintendent of TCSD or his designee.

5. Employment Status of the SRO:

TPD and TCSD agree that in performing the services pursuant to this MOU the SRO is an employee of TPD, is not a TCSD employee, and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits TCSD may provide for its employees.

TPD shall provide all services under this MOU as an independent contractor and TPD and TCSD shall have no authority to bind or make any commitment on behalf of the other. Nothing contained in this MOU shall be deemed to create any relationship of principal and agent, master and servant, or employer and employee between TCSD and the SRO.

TPD shall be solely responsible for withholdings, applicable payroll taxes, and contributions, including but not limited to federal, state, and local income taxes, FICA, FUTA, and state unemployment, workers' compensation, and disability insurances. TPD agrees to hold harmless, indemnify, and defend TCSD from any liability resulting from TPD's failure to make such payments, including self-employment taxes.

If TCSD is held to be an employer or co-employer of the SRO, TPD shall hold harmless and indemnify TCSD from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred by TCSD as a result of that holding.

6. Duration:

This MOU ends on June 30, 2015. On this date for each subsequent school year, for the next five years, the MOU shall automatically roll over for successive terms of one school year and continue in force. However, either party may terminate this MOU with or without cause and for any reason, effective July 1st of each year, upon giving at least 45 days' advance written notice.

7. Termination:

This MOU may be terminated without cause by either party. The party desiring termination must provide written notice to the other party. Termination will be effective 30 calendar days after actual receipt of the written notice. TCSD will pay TPD pro rata for services up to the date of actual termination.

This MOU may be terminated with cause by either party if the other party fails to comply with the insurance or indemnification requirements, or otherwise commits a material breach of this MOU. Termination will be effective 10 calendar days after a written demand to cure is provided and the party fails to cure. The indemnification provisions contained in this MOU shall survive termination.

8. Mutual Indemnification:

TPD agrees to defend, indemnify and hold harmless TCSD and its officers, directors, employees or agents from tort liability to pay damages because of bodily injury and/or property damage which may arise out of the acts or omissions of TPD officers, directors, employees or agents, within the course and scope of their duties that are in connection with the performance of this MOU.

TCSD agrees to defend, indemnify and hold harmless TPD and its officers, directors, employees or agents from tort liability to pay damages because of bodily injury and/or property damage which may arise out of the acts or omissions of TCSD officers, directors, employees or agents, within the course and scope of their duties that are in connection with the performance of this MOU.

The obligation to indemnify set forth in this section shall include reasonable attorney's fees, investigation costs, litigation costs and all other reasonable costs and expenses incurred on or after the date notice is first provided to indemnifying party's insurer that a claim or demand has been made.

The obligation to indemnify shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any liability or damages determined by an arbitrator or court of competent jurisdiction to be caused by the sole active negligence or willful misconduct of the other party, its officers, employees, trustees, or agents.

TPD shall indemnify TCSD for any Workers' Compensation claim filed by an SRO against TCSD.

9. Insurance Policies:

The City of Taft/TPD maintains insurance coverage with the San Joaquin Valley Risk Management Authority (RMA). TCSD maintains insurance coverage with Self-Insured Schools of California (SISC).

The following insurance coverages are provided by the parties' respective policies:

- (1) General liability with minimum coverage limits of \$1,000,000 per occurrence;
- (2) Automobile liability as required by state law;
- (3) Workers' compensation insurance as required under state law.

Each party shall furnish to the other a copy of a certificate from its insurer indicating the nature, scope, duration and amount of insurance coverage, and naming other party and its Governing Board, officers, administrators, employees and agents as additional insureds under such policy in conjunction with the performance of this MOU. The indemnifying party's insurance shall be primary over the insurance of the other party.

Upon receipt of a notice of cancellation, change, or reduction in the above-listed insurance coverages, the effected party will immediately notify the other party. The effected party will then take immediate steps to acquire or reinstate the insurance coverages described above.

10. Nondiscrimination:

Neither party shall discriminate in the treatment or employment of any individual or group of individuals on any ground prohibited by law, nor shall the personnel of either party harass any person based on gender or any other basis prohibited by applicable law in the course of performing its obligations under this MOU.

11. Notices:

Any notice under this MOU shall be in writing, and any written notice or other document shall be deemed to have been duly given on the date of personal service on the party or on the second business day after mailing, if the document is mailed by registered or certified mail addressed to the party at the address set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be done by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

12. Miscellaneous:

A. Entire Agreement.

This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to SRO services to be rendered, and supersedes all prior and contemporaneous understandings or MOUs of the parties. No party has been induced to enter into this MOU by, nor is any party relying on any representation or warranty outside those expressly set forth in this MOU.

B. Amendment.

The provisions of this MOU may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

C. Waiver.

Any of the terms or conditions of this MOU may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this MOU.

D. Assignment.

Neither party may assign any rights or benefits or delegate any duties under this MOU without the written consent of the other party. Any purported assignment without written consent shall be void.

E. Parties in Interest.

Nothing in this MOU, whether express or implied, is intended to confer any rights or remedies under or by reason of this MOU on any person other than the parties to it and their respective successors and assigns. Nothing in this MOU is intended to relieve or discharge the obligation or liability of any third person to either party to this MOU. No provision in this MOU shall give any third person any right of subrogation or action against either party to this MOU.

F. Severability.

If any provision of this MOU is held by an arbitrator or court of competent jurisdiction to be invalid or unenforceable, the remainder of the MOU shall continue in full force and effect and shall in no way be impaired or invalidated.

TAFT CITY SCHOOL DISTRICT

By J. Graves
Julie Graves, Acting Superintendent
Taft City School District
820 Sixth St.
Taft, CA 93268

Date 11-12-14

CITY OF TAFT

By _____
Craig Jones, City Manager
City of Taft
209 East Kern Street
Taft, CA 93268

Date _____

By _____
Edward W. Whiting
Chief of Police
City of Taft Police Dept.
320 Commerce Way
Taft, CA 93268

Date _____

City of Taft
Legal Representative Signature & Date



City of Taft Agenda Report

DATE: December 2, 2014

TO: MAYOR AND COUNCIL MEMBERS

AGENDA MATTER:

RENEWAL OF THE MOU WITH THE TAFT UNION HIGH SCHOOL FOR A FULL TIME PAID SCHOOL RESOURCE OFFICER (SRO)

SUMMARY STATEMENT:

This MOU is a renewal of our current MOU with the Taft Union High School for a School Resource Officer (SRO). The contract amount is for a full time officer with benefits. The Position also includes working at the Taft Continuation High School. The contracted position has been a tremendous asset to the Taft Union High School as attendance and truancy issues have been abated. In addition to this the officer has established a very good working relationship with the school staff, the parents, and the kids.

RECOMMENDED ACTION:

Motion to approve and sign the MOU with the Taft Union High School for a full time paid School Resource Officer (SRO).

FUNDING SOURCE: N/A

ATTACHMENT (Y/N): Taft Union High School MOU

PREPARED BY: Ed Whiting – Chief of Police

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER

AGREEMENT FOR LAW ENFORCEMENT SERVICES

CITY OF TAFT – TAFT UNION HIGH SCHOOL DISTRICT

This Agreement, made and entered into this 19th day of June, 2013, by and between the City of Taft, a municipal corporation of the State of California (herein referred to as the "CITY") and the TAFT UNION HIGH SCHOOL DISTRICT, a public school district (herein referred to as the "District").

WITNESSETH:

- (A) The Government Code, the Penal Code and the Welfare and Institutions Code authorize law enforcement personnel to cooperate with school districts in activities designed to prevent truancy and juvenile delinquency including the identification of students who are truant due to attendance and / or related drug problems; and
- (B) District desires and is authorized by law to provide truancy and delinquency prevention services; and
- (C) It has been determined the need for such prevention service exists; and
- (D) THE CITY is willing to provide for one (1) Police Officer for forty (40) hours per week to patrol the district campuses, maintain order, prevent crime, enforce rules and regulations governing the use of school buildings, grounds, and adjacent area; interview witnesses and victims of crime and perform criminal investigations; respond to referrals from the DISTRICT; initiate contacts with parents, students, teachers, individual schools, and their respective staff; and work collaboratively with community agencies and law enforcement

Now, therefore, DISTRICT and THE CITY hereby agree as follows:

1. **Purpose.** The purpose of this agreement is to provide a Police Officer as part of the DISTRICT'S Truancy Reduction Program, to patrol the District campuses, maintain order, prevent crime and assure student safety.
2. **Term.** The term of this agreement shall commence on July 1, 2013 and shall terminate on June 30, 2014; provided, however, that either party may terminate this Agreement in accordance with paragraph 11 hereof.
3. **Services.** THE CITY will assign one (1) Police Officer to the District for Forty (40) hours per week for the term of this contract with input from Taft Union High School District administration. The assigned Officer will patrol the district campuses, maintain order, prevent crime, enforce rules and regulations governing the use of school buildings, grounds, and adjacent area; interview witnesses and victims of crime and perform criminal investigations, respond to referrals from the DISTRICT, initiating contacts with parents, students, teachers, individual schools, and their respective staff, and work collaboratively with community agencies and law enforcement. The Police Officer will work with the school principals and assistant principal to provide parent workshops. The CITY will also provide a Police Officer for football games and scheduled dances for purposes of security.
4. **Target Area.** The target area will be identified as Taft Union High School District and its properties. A work station will be provided by the District in the high school administration office. A computer and Internet access will be provided to allow the Police Officer to complete reports while on campus.
5. **Control of Police Personnel.** The Chief of Police will work directly with the principals and/or assistant principal to determine the duties of the assignment, hours worked, control, and supervision for the Police Officer assigned to the Taft Union High School District. No part of this agreement shall be deemed a restriction on the power of the Chief of Police to keep peace and to utilize Police Officers, or any other employees, or equipment of the Police Department at such times and places and in such manner as the Chief of Police, in the exercise of his judgment and discretion, may deem necessary for the carrying out of the duties of his office. At any time that the Police Officer will be away from the District during school days, he/she shall inform the Principals and/or assistant principal. The Chief of Police will work with the Principals to plan for scheduled days away from the District. Work schedules for additional supervision at evening and/or weekend events shall be determined by the high school Principal on an as-needed basis. Compensation for overtime hours shall be determined by the Police Officer's contract with the City.

6. **Compensation.** The DISTRICT will pay the CITY for personnel assigned under this agreement in accordance with the Schedule of Costs, attached hereto, marked as Exhibit "A" and incorporated herein by reference. The Schedule of Costs includes one (1) Police Officer, "E" Step. The costs to the DISTRICT shall not exceed \$114,095.00 for twelve (12) months of services commencing July 1, 2013 and ending June 30, 2014. Any overtime will be charged to the DISTRICT at actual costs to the CITY in addition to the baseline figure quoted above.
7. **Payment for Officer Time Off.** Included in the total contract price specified in Paragraph 5 are routine days off of the full time Police Officer assigned to Taft Union High School District including, but not limited to, vacations, sick leave, compensatory time off, holidays and training. Vacations, training days and/or compensatory time off shall be taken during non-school days when possible sick leave in excess of twelve (12) working days in one fiscal year shall not be considered routine for purposes of this paragraph The CITY shall be required to replace the assigned Police Officer in the Taft Union High School District during routine periods of absence and will pay overtime for an off-duty police officer to cover the assignment. It is not anticipated that the District will require more than 40 hours of overtime per fiscal year and as such is capped at 40 hours. It is understood that the District shall pay only for those services actually rendered and that billing shall occur on a monthly basis. For absences of greater than five (5) consecutive days duration, City shall and upon request from District, assign another officer to substitute for the assigned officer.
8. If City is unable to assign an officer to substitute for the absent Police Officer due to an event beyond the control of City, District shall pay only for those services actually rendered pursuant to this Agreement. District shall not be responsible for payment for and the CITY shall replace or shall not charge the District for said Police Officer for absences that are routine including particularly absence due to industrial injury or training required by the CITY.
9. **Billing and Payment.** The CITY will bill the DISTRICT for costs in accordance with paragraphs 5, 6 and 7 on a monthly basis which shall be payable by DISTRICT to the CITY within thirty (30) days of receipt.
10. **Mutual Indemnity.** The CITY shall defend and indemnify the District, its trustees, agents, officers, and employees, for liability for injury or death of any person or damage to or loss of any property caused by a negligent or wrongful act or omission occurring in the performance of this Agreement by the CITY, and the District shall defend and indemnify the CITY its agents, officers, and employees, for liability for injury or death of any person or damage to or loss of any property caused by a negligent or wrongful act or omission occurring in the performance of this Agreement by the District its officers, agents, or employees.

11. **Assignment.** Neither party shall assign or transfer any right or duty in this Agreement.
12. **Termination.** Either party may terminate this agreement on a ninety (90) days written notice to the other specifying the termination date. DISTRICT shall pay the CITY sums due hereunder through the date of termination.
13. **Notices.** All notices required or provided for in this agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received (5) five days after deposit. [A party may change the address to which notice is to be given by giving notice as provided above.]

THE CITY: Taft Police Department
320 Commerce Way
Taft, CA. 93268

THE DISTRICT: Superintendent
Taft Union High School District
1 Wildcat Way
Taft CA. 93268

Nothing in this agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

14. **Sole Agreement.** This document contains the entire agreement of the parties relating to the services, rights, obligations, and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.
15. **Authority to Bind CITY.** It is understood that neither party in the performance and any and all duties under this agreement, except those otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
16. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

17. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of both parties. Forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of the covenant or condition.
18. **Choice of Law/Venue.** The parties hereto agree the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered to into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.
19. **Confidentiality.** Neither party shall, without the written consent of the other, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.
20. **Severability.** Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the parties intended to enter into in the first instance.
21. **Compliance with law.** The parties shall observe and comply with all applicable County, State, and Federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which hereby made a part hereof and incorporated herein by reference.
22. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience, and shall not be wholly disregarded in this construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.
23. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each provision is hereby made and declared to be material, necessary and essential part of this Agreement.

24. Counterparts. This agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

25. Nondiscrimination. Neither party nor any officer, agent, employee, servant or subcontractor of either party, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age or sex, either directly, indirectly or through contractual or other arrangements.

26. Signature Authority. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS WHEREOF, each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all the terms and conditions of this Agreement.

APPROVED AS TO CONTENT:

CITY OF TAFT

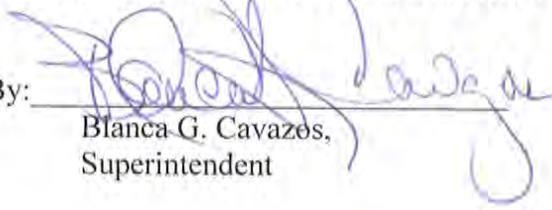
By: _____
Ed Whiting, Chief of Police
Taft Police Department

By: _____
Mayor
City of Taft

APPROVED AS TO FORM:

TAFT UNION HIGH SCHOOL DISTRICT

By: _____
Jason Epperson
Taft City Attorney

By: 
Blanca G. Cavazos,
Superintendent



City of Taft Agenda Report

DATE: December 2, 2014

TO: MAYOR AND COUNCIL MEMBERS

AGENDA MATTER:

PURCHASE OF RIMS COLLABORATIVE SOFTWARE AND A HARDWARE SERVER FOR THE TAFT POLICE DEPARTMENT

SUMMARY STATEMENT:

The Taft Police Department as well as (8) additional Police Departments in this county currently use RIMS from the Sunridge Systems Inc. for report writing, case management, and computer aided dispatch (CAD). The ability to share public information gathered by all (9) agencies such as photographs, arrests, contacts, associates, and vehicles is a huge improvement and will aid all of our departments who use RIMS in case investigation's and analysis of crime trends. In February of this year the Sheriff's RAN Board (Remote Access Network) approved dollar for dollar funding for all (9) agencies to purchase the RIMS Collaborative Software as a reimbursement. Our cost for our agency for the software is \$ 4,975.00. Once purchased we will submit a claim to the RAN Board and we will be reimbursed for the cost of the software.

In order to run the software we need to additionally purchase a Software Server which will connect to our main RIMS servers. The Cost of the software server is \$ 2,161.52.

Total Cost is \$ 7,136.52

I am proposing we fund this through the Asset Forfeiture Account with \$4,975.00 to be reimbursed from the Sheriff's RAN Board. Once completed the total cost to Department is \$ 2,161.52

RECOMMENDED ACTION:

Motion to approve the purchase of the RIMS Collaborative Software and the Software Server for the Police Department.

FUNDING SOURCE: Asset forfeiture

ATTACHMENT (Y/N): RAN Board List of approved Collaborative / Software Server Quote

PREPARED BY: Ed Whiting – Chief of Police

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FRPK180	1220791	11/3/2014

BILL TO:
 CITY OF TAFT
 209 E KERN ST

SHIP TO:
 CITY OF TAFT
 Attention To: ADMINISTRATIVE OFFICES
 209 E KERN ST

Accounts Payable
 TAFT , CA 93268-3224

TAFT , CA 93268-3224
 Contact: TERESA
 BINKLEY 661.763.1350

Customer Phone #661.763.1350

Customer P.O. # HP DL320E QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
CHRIS ANDERSON 877.570.2643	UPS Ground (2-3 days)	Net 30 Days-Govt State/Local	

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3099326	HP SB DL320E GEN8V2 E3-1240V3 SFF Mfg#: 736664-S01 Contract: Standard Pricing	880.00	880.00
2	2744072	HP 500GB 6G SATA 7.2K 2.5IN SC MDL Mfg#: 655708-S21 Contract: Standard Pricing	230.00	460.00
1	2637011	HP GEN8 SMT ARY P222/512MB FBWC CTLR Mfg#: 631667-B21 Contract: Standard Pricing	617.00	617.00
1	1706188	CDW HARDWARE INSTALL SERVER Mfg#: HWINSTALLSERVER Contract: Standard Pricing	27.00	27.00
1	1037697	HP 6' 1.83M 10A C13-UL US POWER CORD Mfg#: AF556A Contract: MARKET	10.00	10.00
SUBTOTAL				1,994.00
FREIGHT				19.99
TAX				147.53

US Currency

TOTAL 2,161.52

CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061

Fax: 847.968.0581

Please remit payment to:
 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515



To: Deputy Chief Brian Smith, Shafter Police Department
From: Carol Jackson
Subject: Revised Quotation for RIMS Data Sharing Software for Kern County Agencies
Date: 1/7/14

The following is an updated quotation for RIMS software per your recent request.

Agency	Collaborate License Fee	Annual Support	Installation*	Total
Arvin	\$ 5,000	\$ 750	\$ 195	\$ 5,945
Bear Valley	\$ 4,000	\$ 600	\$ 195	\$ 4,795
California City	-	-	-	Already Have
Kern HSPD	\$ 5,000	\$ 750	\$ 195	\$ 5,945
McFarland	\$ 5,000	\$ 750	\$ 195	\$ 5,945
Ridgecrest	\$ 6,000	\$ 900	\$ 195	\$ 7,095
Shafter	\$ 5,000	\$ 750	\$ 195	\$ 5,945
Taft	\$ 4,000	\$ 600	\$ 195	\$ 4,795
Tehachapi	\$ 5,000	\$ 750	\$ 195	\$ 5,945

*Installation would be via remote access. The quotation does not include any hardware, software or services which may be required to facilitate data communications between the agencies.

This quotation is good for 90 days and may be changed after that. If you have any questions, please call me at 530-221-0663.



City of Taft Agenda Report

DATE: December 2, 2014

TO: MAYOR AND COUNCIL MEMBERS

AGENDA MATTER:

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 as to content.

This MOU has already been signed by the District Attorney, Lisa Green.

RECOMMENDED ACTION:

Motion to approve the MOU between the City of Taft Police Department, the CDCR and the Kern County District Attorney’s Office and approving execution by Chief Ed Whiting.

FUNDING SOURCE: N/A

ATTACHMENT (Y/N): MOU

PREPARED BY: Ed Whiting – Chief of Police

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION
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), _____ STATE PRISON 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 CDCR's 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):

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

- 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
- 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

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

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 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:

- (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.4th 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. 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.

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.

F. 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.

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.4th 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.)

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

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

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.

This agreement is hereby approved for implementation by:

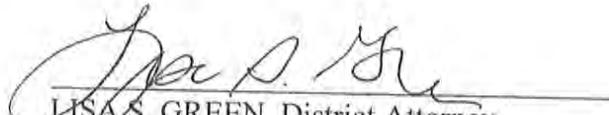
Date

Chief of Police Ed Whiting, Warden
Taft MCCF

Date

J.W. Moss, Chief
Contract Beds Unit
California Department of Corrections and
Rehabilitation

11-21-14
Date



LISA S. GREEN, District Attorney
Kern County District Attorney's Office
1215 Truxtun Avenue
Bakersfield, CA 93301

ATTACHMENT TO CASE TRANSMITTAL REPORT
REGARDING CONFIDENTIAL INFORMATION (Title 15, § 3321)

Pursuant to MOU, Section VI, Subsection C,
Between the Kern County District Attorney and _____

Agency Incident Number _____

Investigating Officer _____

Suspect(s):

A. _____

B. _____

C. _____

D. _____

DECLARATION OF INVESTIGATING OFFICER OR COURT LIAISON OFFICER:

I am familiar with the above-named Incident and the records generated by CDCR staff regarding this Incident and, as of this date, state the following:

(CHECK ONE OF THE FOLLOWING BOXES AND COMPLETE THE STATEMENT):

- No Confidential Memoranda was authored by CDCR staff regarding this Incident.
- All Confidential Memoranda authored by CDCR staff regarding this Incident are attached in unredacted form. The total number of attached "Confidential" documents is _____.
- All Confidential Memoranda authored by CDCR staff regarding this Incident are attached in redacted form. The total number of attached "Confidential" documents is _____. CDCR will ensure that the following named representative, _____, will appear in court at the criminal arraignment for this Incident to invoke the following privilege enumerated in California Evidence Code Section 1040(b)(2) regarding the redacted portions of said Confidential documents.
- Confidential Memoranda numbering _____ documents were authored by CDCR staff regarding this Incident. None are attached. CDCR will ensure that the following named representative, _____, will appear in court at the criminal arraignment for this Incident to invoke the privilege enumerated in California Evident Code Section 1040(b)(2).

Signature: _____

Date: _____

INMATE: _____

INCIDENT/LOG #: _____

Be advised that your conduct on _____ violates Penal Code section 314.1, lewd or obscene conduct/indecent exposure. Should you engage in this conduct again, the Kern County District Attorney's Office may file a criminal complaint against you. This offense may be used against you in that prosecution. The filing of a criminal complaint is within the discretion of the Kern County District Attorney's Office.

DATE: _____

INMATE: _____

OFFICER: _____

KERN REGIONAL CRIME LABORATORY
Laboratory Services Section, Evidence Control Unit



Policy on Evidence Submission

QT41176

Creation Date: 09/19/2012

All forensic services offered by the Kern Regional Crime Laboratory, including crime scene response and expert witness testimony, are rendered free of cost to the contributor/submitting agency.

The laboratory accepts evidence related to all crimes under investigation by the Kern County Office of the District Attorney or the law enforcement agencies located within the County of Kern (the geographical service area of the laboratory) that are of interest to the District Attorney's Office. Evidentiary items may be accepted from agencies outside Kern County may be accepted upon written request from the District Attorney or Assistant District Attorney to the Laboratory Director.

Examination(s) will not be conducted on evidence that has been previously subjected to the same type of examination by the Kern Regional Crime Laboratory or another government crime laboratory. The sole exception to this policy is when the District Attorney, Assistant District Attorney, or court orders re-analysis because the original examiner is required but not available.

When submitting evidence to the Kern Regional Crime Laboratory, contributors acknowledge that:

1. Laboratory examiners will choose the appropriate technical processes to address the contributor's request for analysis;
2. Depending on the caseload of the laboratory and the needs of the contributor, evidence examinations may be subcontracted; and
3. A Kern Regional Crime Laboratory Report of Examination may contain the opinions and/or interpretations of the examiner(s) who issued the report.

Submitting agency representatives, and not Evidence Control Unit personnel, shall enter all requests for analysis directly into the JusticeTrax iPrelog program. A "public" computer is available within the lobby of the Evidence Control Unit for this purpose. All evidence to be tested must be submitted at the same time that a request is made.

When packaging and submitting evidence to the laboratory, the submitting agency shall:

1. Take precautions to preserve the evidence;
2. Wrap and seal each item of evidence that are to be treated as separate items separately in order to avoid contamination;
3. Place the evidence in a clean, dry, and previously unused primary container;

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4. Place all primary containers under proper seal with tamper-evident tape or heat-seal; and
5. Affix "Evidence" and "Biohazard" labels, if appropriate, on all primary containers.

When using outer containers, the submitting agency shall:

1. Place the sealed primary container(s) in a clean, dry, and previously unused outer container with clean packing materials (not styrofoam), whenever appropriate; and
2. Completely seal the outer container so that tampering with the container would be evident.

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INTRODUCTION

The purpose of this protocol is to establish and maintain the minimum requirements for labeling and repackaging of evidence items handled by laboratory personnel.

1. All evidence must be returned to its original packaging or repackaged after analysis is completed;
2. Packaging must be under proper seal with evidence tape and date and initials on the tape and container;
3. Place barcode labels for all items retained on outside of packaging with initials written to indicating the individual that placed barcode labels on packaging;
4. Evidence must be returned to the Evidence Control Unit where it will then be returned to the submitting agency upon completion of the administrative review;
5. Repackaged evidence due to damage must be photographed before and after evidence is repackaged;

DNA Analysis Unit

Repackage and seal all evidence items received for biological screening/DNA analyses that are not destroyed/consumed in testing with the exception of known reference samples and DNA PCR amplicons. Known reference samples shall be retained at the Kern Regional Crime Laboratory in the Evidence Control Unit. DNA PCR Amplicons are considered work product and are destroyed/consumed in testing.

Repackaging of Known Reference samples:

1. Once the portion of the known reference sample has been removed and a DNA profile is obtained, the remaining known reference materials (i.e., remaining portion of swabs/FTA cards and all parent items) should be repackaged in a Kapak and returned to the Evidence Control Unit for long-term storage.

Repackaging of DNA extracts. N.B.: All DNA extracts from questioned/evidence samples that are not consumed/destroyed in testing are considered "secondary

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evidence" and will be repackaged and returned to the submitting agency (QT39622).

1. Remove tube containing DNA extract from the refrigerator or freezer;
2. Remove caps from tubes and place tubes that contain suspended DNA in the DNA Speed Vac DNA 120 located in the extraction area of the DNA Analysis Unit. Set the speed Vac to "No Heat" and a "Low" drying rate;
3. Start drying by switching the Speed Vac to "Manual";
4. Amount of time required for drying depends on amount of DNA extract in tube. Check occasionally and remove when no liquid remains in the tube. N.B.: When set at these settings, the DNA Speed Vac set at these settings dries approximately 100 µl/hour;
5. Once the DNA extract has dried down completely, remove the sample tube from the Speed Vac and re-cap;
6. Package tube in manila envelope and seal appropriately. Place printed barcode for item on outside of packaging;
7. Repackage the small manila envelope containing the tube with the DNA extract into packaging of the original parent item (e.g., Item 001.A.01.a will be repackaged into item 001), and place a barcode label for the DNA extract on the outside of the original parent item;

Drug Testing Unit

Most controlled substance items are powdery, chunky, tar like, or liquid in composition and are usually kept in a package or container (i.e. plastic baggie, paper bindle, etc.). While most controlled substance items are in a package or container, the risk of contamination and/or exposure exists for individuals handling them. Therefore, each item submitted to the laboratory for analysis shall be packaged by the submitting law enforcement agency in a security package (e.g., KAPAK® type pouch or syringe safety container). Proper evidence handling necessitates the marking of an item when handled by drug testing personnel. Proper repackaging of an item after analysis is also necessary.

1. The laboratory number, item number when appropriate (for multiple item submissions), and initials shall be written by unit personnel on the back of the controlled substance outer packaging (i.e. envelope, brown paper bag, etc.), security package and the item package. The date may also be written. If the item package is too small to accommodate all of the

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information, the individual shall at least try to initial the item package for identification purposes.

2. After the unit personnel has finished with an item, they shall attempt to return the item to the original item package, place the item package in the original security package, seal the security package and initial and date the security seal. Generally, the security seal shall be a heat seal for a KAPAK® type pouch or tape for a syringe safety container.
3. The analyst may repackage an item to an alternative package material if the original item package is torn or damaged beyond repair. The following are examples of alternative package materials: a weigh paper bindle or a small ZIPLOC® type baggie for a small amount of powder, a large ZIPLOC® baggie or a large KAPAK® type pouch for a kilogram of powder, a plastic container for liquids removed from syringes. The original item package shall be retained and returned to the security package. Repackaging must be documented in the analysis notes tab when entering results in JusticeTrax.

Firearms and Toolmarks Unit:

N/A

Toxicology Analysis Unit:

1. If the Evidence Control Unit receives a broken or leaking vial they shall immediately notify an analyst or section supervisor to pick up the evidence for repackaging.
2. The contents of a broken or leaking vial shall be transferred to a new vial (must be performed inside of a hood), sealed, initialed and dated.
3. The original vial must be photographed before being discarded in hazardous waste.
4. If applicable, the original vial may be kept, repackaged and heat sealed inside a KAPAK.

QUALITY CONTROL

N/A

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SOURCE DOCUMENTATION

N/A

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KERN REGIONAL CRIME LABORATORY
Laboratory Services Section, Quality Assurance Unit



Information Bulletin on the Use of iPrelog by Agencies

QT68137

Creation Date: 08/09/2013

The purpose of this bulletin is to detail the use of iPrelog by agency representatives and the fields required for case submission through iPrelog to the Kern Regional Crime Laboratory.

Submitting a Case via iPrelog

Only one case in iPrelog should be created for each agency case number (ACN). Multiple cases should not be created for a single ACN.

The fields numbered in the following sections are required fields for the submission of a case to the Kern Regional Crime Laboratory via iPrelog.

1. General Case Info

- a. Case Synopsis – brief description of the case
- b. Case Type

NOTE: Please do not add any attachments when submitting a case.

A screenshot of the iPrelog web application interface. At the top, there is a navigation bar with tabs for "Offenses", "Individuals", "Evidence", "Requests", "Attachments", and "Submissions". To the right of these tabs, it displays "Agency: Kern Regional Crime Laboratory" and "ACN:". Below the navigation bar is a large text area for "Case Notes". To the left of this area are labels for "Case Type" and "Attachment". The "Case Type" field has a dropdown menu with "-Select-" and "ACN" visible. Below it is an "Upload" button. At the bottom right of the main content area is a "Submit Case" button.

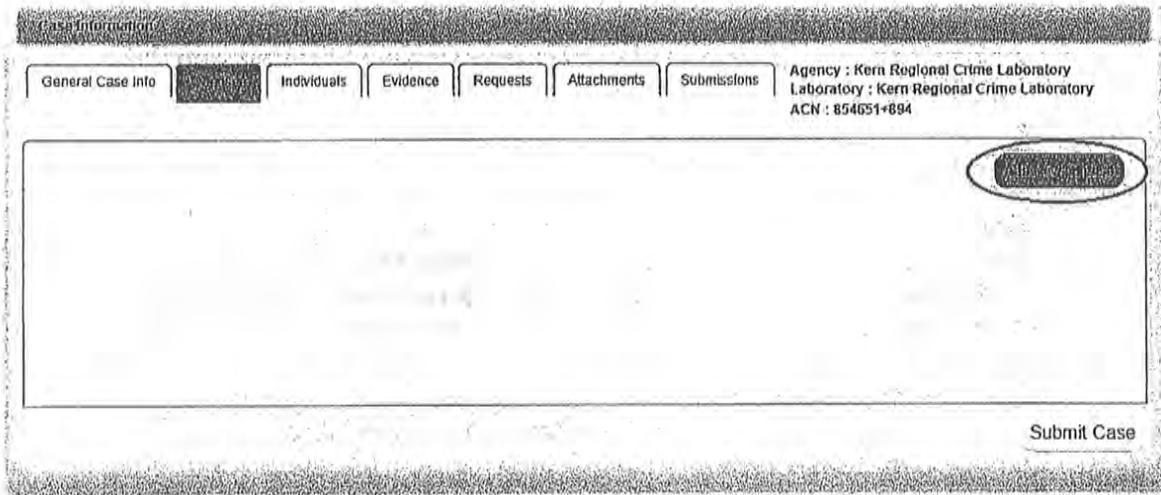
2. Offenses

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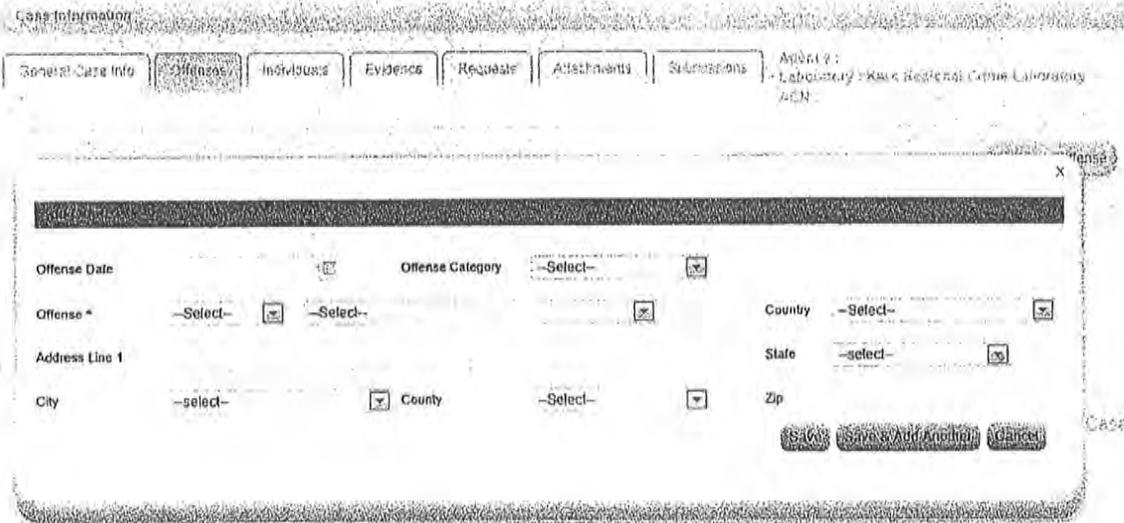
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All offenses associated with the items under the agency case number should be added.

If any of the following fields are unknown for any offense, then a dash should be placed in those fields: Address Line 1.



- a. Add New Offense
 - i. Offense Date
 - ii. Offense category
 - iii. Offense



3. Individuals

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All individuals being charged with the listed offenses and the associated victims should be added to the case.

A case submitted to the laboratory shall contain at least one Subject and one Victim. If either the Subject or Victim is non-existent or unknown, then a "blank" Subject/Victim will be added to fulfill the requirement.

A "blank" individual will have a dash in the following fields: First Name, Middle Name, Last Name, Company, Address Line 1, Address Line 2, and License Number. The 'Individual Type' must be selected for all individuals (i.e. Subject, Victim, etc.)

If any of the following fields are unknown for an existing/known Subject or Victim, then a dash should be placed in those fields: Middle Name, Company, Address Line 1, Address Line 2, and License Number.

The screenshot shows a web-based interface for case management. At the top, there is a navigation bar with several tabs: 'General Case Info', 'Offenses', 'Individuals', 'Evidence', 'Requests', 'Attachments', and 'Submissions'. The 'Individuals' tab is currently selected. To the right of the navigation bar, the following information is displayed: 'Agency : Kern Regional Crime Laboratory' and 'ACN :'. Below the navigation bar is a large, empty rectangular area, which is the form for adding a new individual. A 'Submit Case' button is located at the bottom right of the form area.

a. Add New Individual

- i. First Name
- ii. Middle Name (dash if no middle name)
- iii. Last Name
- iv. Individual Type
- v. Please fill out the rest of the information to the best of your knowledge and ability

NOTE 1: For Date of Birth: If you select from the date calendar: If you click on the {Month, Year} at the top of the field, it will allow you to select a month in the current calendar year and scroll between years. If you then click on the {Year} at the top of the calendar, it will allow you to select from the decade and scroll between decades.

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◀ August, 2013 ▶ Su Mo Tu We Th Fr Sa 28 29 30 31 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 1 2 3 4 5 6 7 Today: August 8, 2013	◀ 2013 ▶ Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Today: August 8, 2013	◀ 2010-2019 ▶ 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 Today: August 8, 2013
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------

NOTE 2: If you hand-type the date, you must use the following format: MM/DD/YYYY. You must fully type the month, day, and full year including leading zeroes and forward slashes.

1. Example: 05/02/2013

Case Information

General Case Info | Offense | Participants | Evidence | Requests | Attachments | Relationships | Agency

First Name Middle Name Last Name *

Date of Birth Sex Individual Type

Company * Email Race

Address Line 1 Address Line 2 Phone Number

Country State City

License Number License State Zip

4. Evidence

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All evidence items associated with the specific agency case number should be added under one case regardless of the type of evidence or type of request.

All fields in 'Add Evidence' are required in all instances, with one exception. The 'Source' dropdown should only be filled out if the item of evidence contains blood, urine, or a biological sample from a known source.

The screenshot shows the 'Add Evidence' form in the iPrelog system. The navigation bar at the top includes tabs for 'General Case Info', 'Offenses', 'Individuals', 'Add Evidence', 'Requests', 'Attachments', and 'Submissions'. The 'Add Evidence' tab is currently selected. To the right of the tabs, the 'Agency' is set to 'Kern Regional Crime Laboratory' and the 'ACR' field is empty. Below the navigation bar is a large, empty text area for entering evidence details. A 'Submit Case' button is located at the bottom right of the form area.

a. Add New Evidence

- i. Evidence Type
- ii. Evidence Number (The agency evidence item number)
- iii. Individual (required if Known Reference or Blood/Urine sample)
- iv. Submitting Agency Representative
- v. Description

NOTE: YOU CANNOT USE QUOTATION MARKS IN THE EVIDENCE DESCRIPTION.

NOTE: The 'Evidence Type' should be the type of package submitted (i.e. Envelope, Box, or Bag.) The only exception to this is a Vehicle submission.

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The screenshot shows a web form for entering evidence. It has a title bar at the top, followed by a navigation menu with tabs for 'General Case Info', 'Offenses', 'Individuals', 'Evidence', 'Attachments', and 'Submissions'. The 'Evidence' tab is selected. Below the navigation, there are several input fields: 'Evidence Type' (a dropdown menu), 'Evidence Number *' (a text field), 'Source' (a dropdown menu), and 'Submitting Rep' (a dropdown menu). There are also checkboxes next to each dropdown. Below these fields is a large 'Description *' text area. At the bottom right of the form, there are three buttons: 'Save', 'Save & Add Another', and 'Cancel'.

5. Requests

The request tab is where all requests for analysis should be added. It is necessary to add a request for each type of analysis desired.

The screenshot shows the 'Case Information' page in the iPrelog system. The navigation menu at the top includes 'General Case Info', 'Offenses', 'Individuals', 'Evidence', 'Attachments', and 'Submissions'. The 'Evidence' tab is currently selected. To the right of the navigation menu, the following information is displayed: 'Agency: Kern Regional Crime Laboratory' and 'ACN:'. Below the navigation menu is a large, empty rectangular area, likely for entering case details or requests. A 'Submit Case' button is located at the bottom right of the page.

a. Add New Requests

i. Discipline (choice in this dropdown determines the options for Service Type)

1. Bloodstain Pattern Analysis Program
2. Crime Scene Response Unit
3. DNA Analysis Unit
4. Drug Testing Unit

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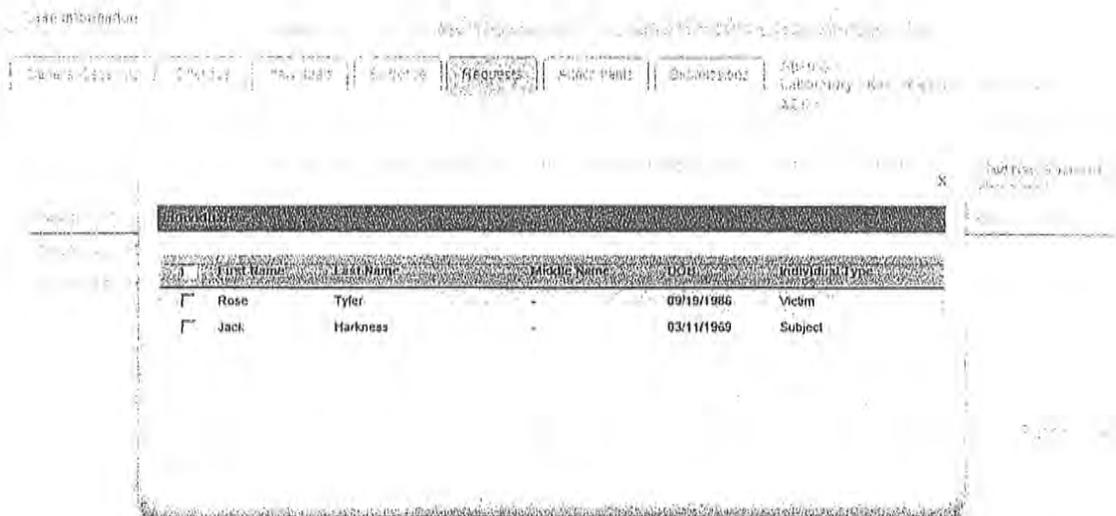
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5. Evidence Control Unit
 6. Firearms and Toolmarks Unit
 7. Forensic Alcohol and Breath Analysis Program
 8. Latent Print Processing Program
 9. Toxicological Analysis Unit
- ii. Service Type
1. Bloodstain Pattern Analysis
 2. Technical Investigation (for Vehicle Examination)
 3. Biological Screening
 4. DNA (STR) Analysis (only)
 5. Drug Analysis – Physical Examination
 6. Evidence Drying
 7. Firearm Analysis
 8. NIBIN Analysis
 9. Serial Number Restoration
 10. Tire and Shoe Impressions
 11. Toolmark Analysis
 12. Gunshot Distance Determination
 13. Blood Alcohol Analysis
 14. Urine Alcohol Analysis
 15. Latent Print Processing
 16. Basic Blood Drug Screen
 17. General Unknown Blood Screen (GUS)
 18. General Unknown Urine Screen (GUS)
- b. Requesting Rep (Requesting Agency Representative)
- c. Request Type
- d. Priority
- e. Notes
- i. In the notes field, please list as many details as possible that are relevant to that request, including the item(s) to be analyzed, the associated individuals and offenses.

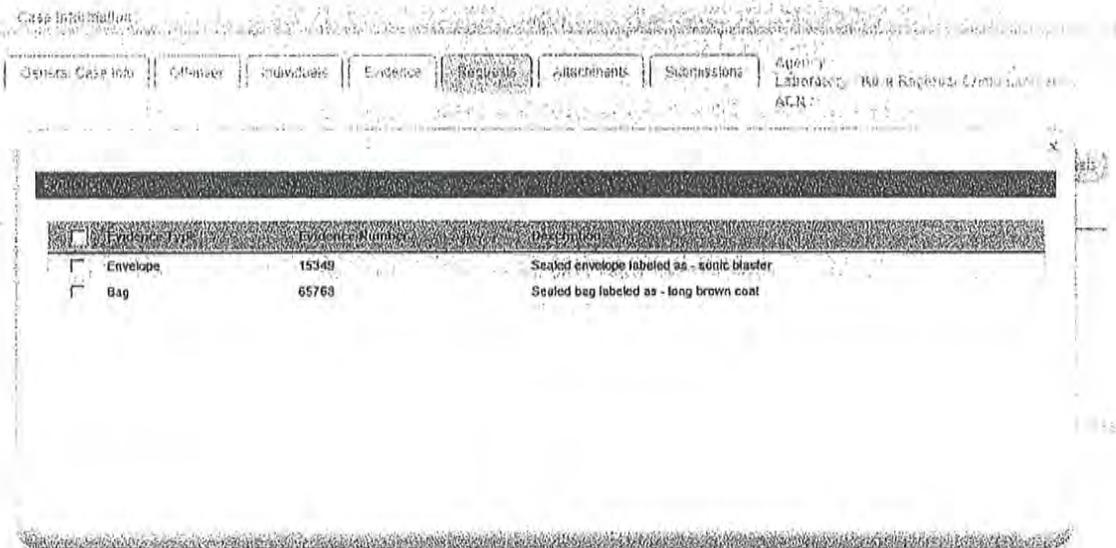
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If you click the icon below 'Individuals', it will give you a list to choose from of all individuals that have been added to the case.



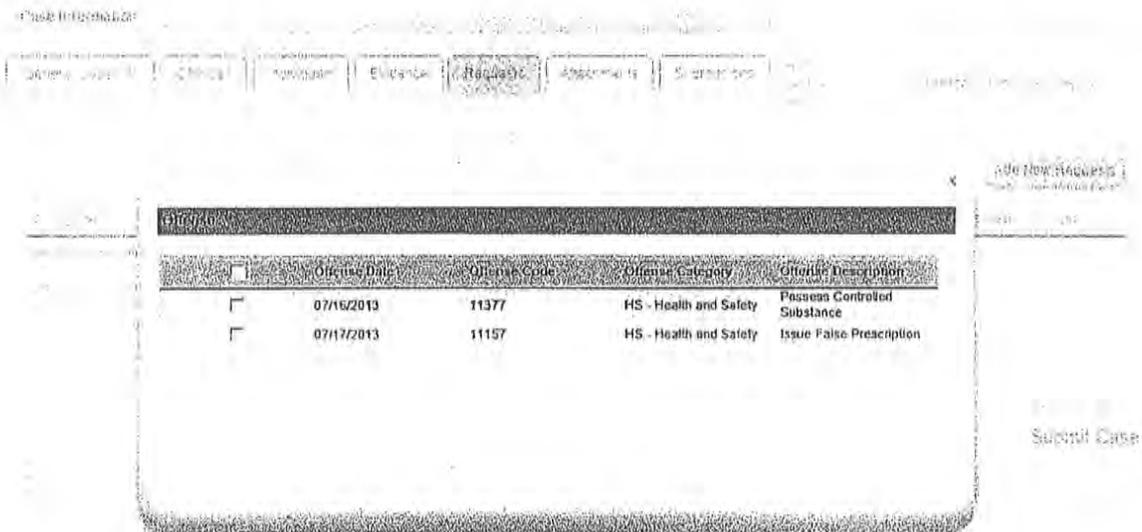
If you click the icon below 'Evidence', it will give you a list to choose from of all items of evidence that have been added to the case.



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If you click the icon below 'Offense', it will give you a list to choose from of all offenses that have been added to the case.



The remaining sections of the iPrelog dashboard are the Attachments tab and the Submissions tab. The Attachments tab is not in use at this time. Attachments are not to be added to cases in iPrelog. The Submissions tab will record the date the case was submitted to the laboratory queue for approval. When the status of a submission reads 'Completed', this does not mean the analysis for this request has been completed. This means that the case submitted by the agency has been accepted as a case in the laboratory and has been given a laboratory case number.

Cases that have been submitted to the laboratory for approval will remain on the dashboard in the list of submitted cases for 14 calendar days. After this time, the case will not appear in the list of submitted cases and is not searchable in iPrelog. Agencies will need to contact the laboratory via da_lab@co.kern.ca.us for all inquiries regarding submitted cases after the 14 days.

It is the responsibility of the agency administrators to grant user access to the approved members of their agency. This is not the responsibility of the laboratory. It is the responsibility of the laboratory to set the appropriate administrators for each agency.

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KERN REGIONAL CRIME LABORATORY
Laboratory Services Section, Quality Assurance Unit



Information Bulletin on iResults

QT70933

Creation Date: 10/29/2013

The purpose of this document is to detail the use of iResults, the laboratory's web-based reporting system, to obtain information on cases being processed by the laboratory and reports/results of the analyses within those cases.

iResults can be accessed via a link on the home page of the Kern Regional Crime Laboratory's website. This link will take users to the log in screen.

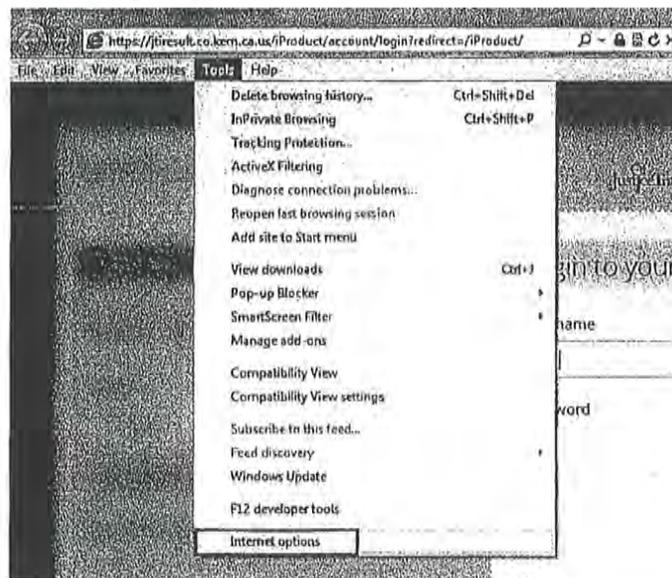
Troubleshooting

Some internet options will prevent access to this site and will provide users with a 'Network Diagnostics' error. If you encounter this error, please complete the following steps to access the iResults log in page.

1. Click on 'Tools' in the Menu bar of your web browser.



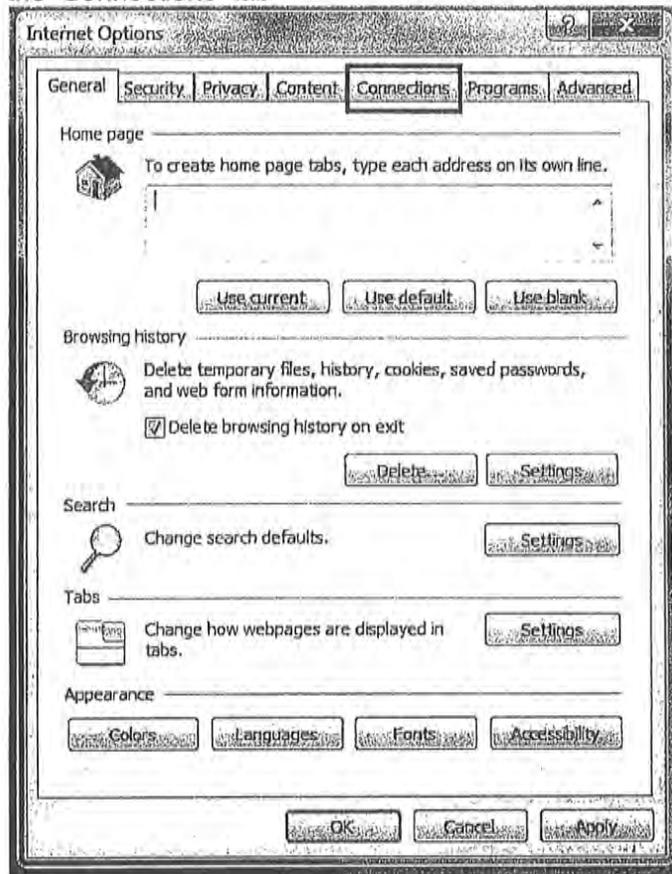
2. Click on 'Internet Options'



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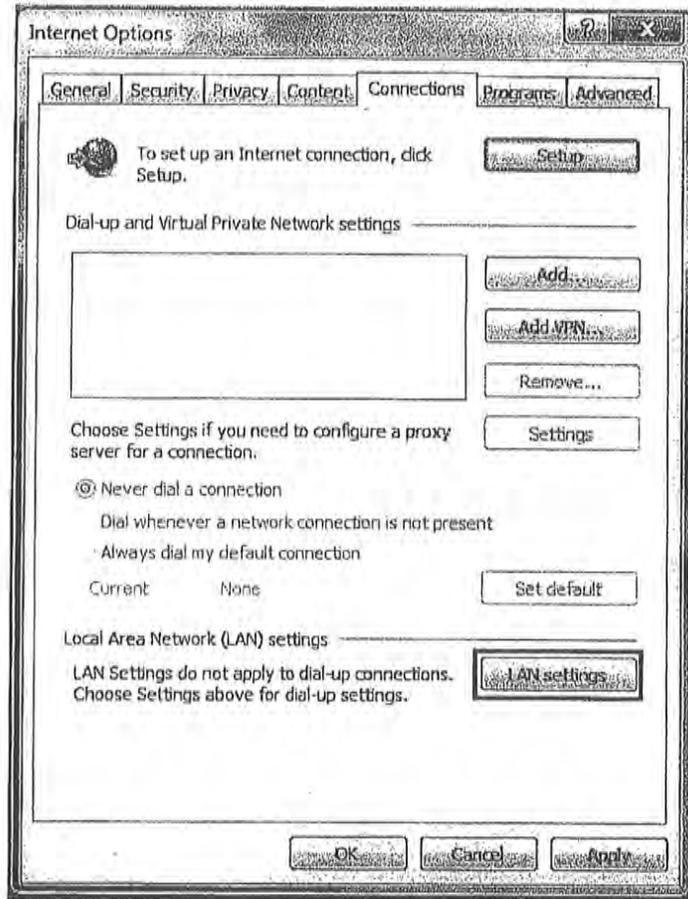
3. Click on the 'Connections' tab



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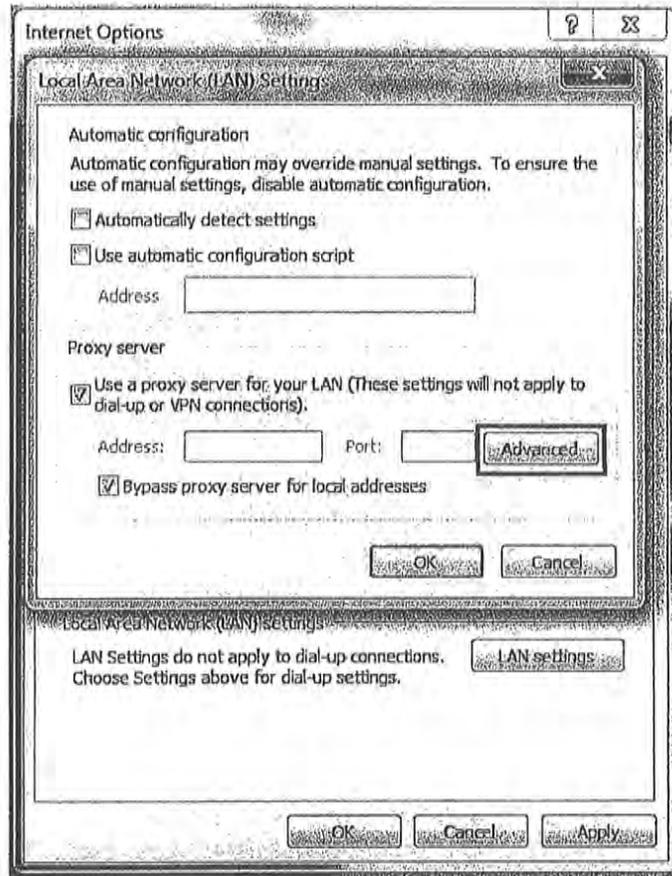
4. Click on 'LAN Settings'



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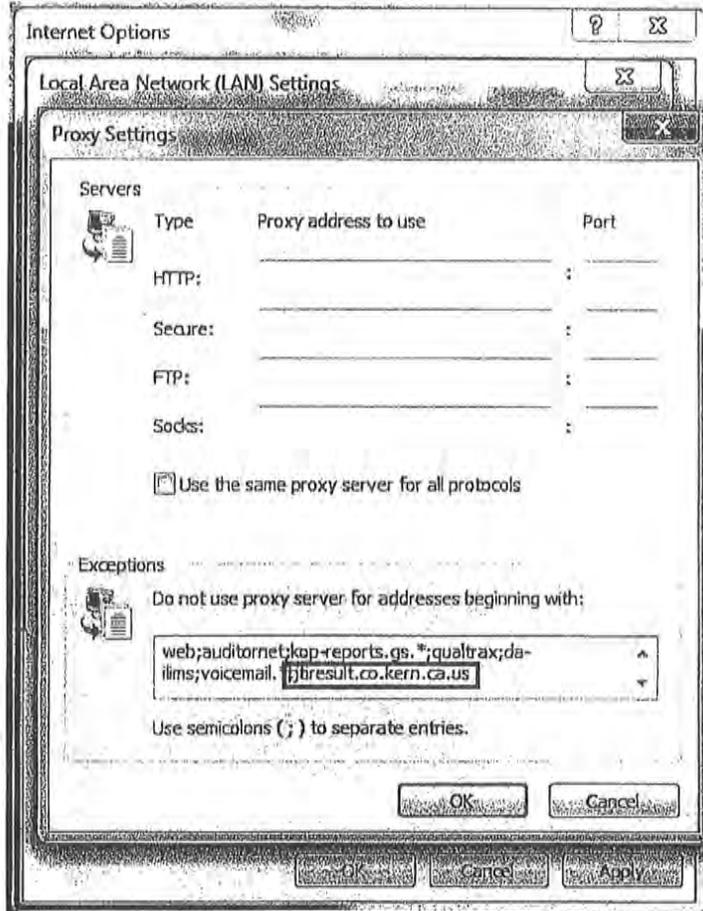
5. Click on 'Advanced'



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- 6. In the text box at the bottom of this menu screen after any text entered, type the following: ;jtireport.co.kern.ca.us



- 7. Click 'OK' in each menu screen until you return to the web page.
- 8. Refresh your screen.

Enrollment of Agency Representatives

Administrators for each agency will be enrolled in iResults by the laboratory. It is the responsibility of the agency administrators to enroll the approved members of their agency. This is not the responsibility of the laboratory. It is the responsibility of the laboratory to set the appropriate administrators for each agency. Once enrolled, each administrator will receive a username and password. If assigned by the laboratory, the username will be the agency representative's first initial and full last name (if the last name is hyphenated, then the name following the hyphen will be used). If a default password is set by the laboratory, it will follow this same format.

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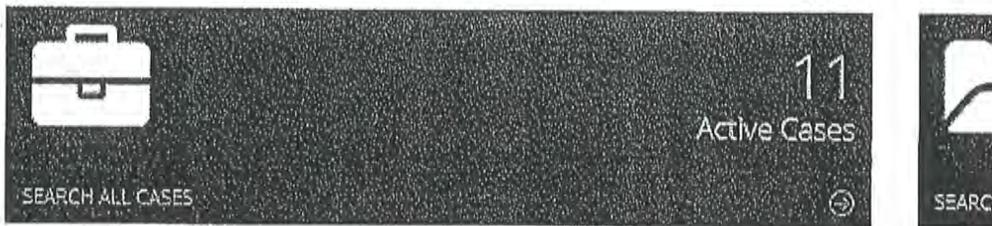
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Use of iResults

Dashboard

The iResults homepage for each user is known as the 'Dashboard.' The Dashboard consists of the following portions:

1. 'Active Cases' tile
 - a. Clicking on the Active Cases tile will take the user to the Search screen. This will allow users to Search for cases using the Agency/Agency Case Number, LIMS Case Id (Laboratory number), Individual information, or Request information. Through Active Cases, users may find cases with Requests that are both Released and In Progress.



2. 'In Progress' tile
 - a. Clicking on the In Progress tile will take the user to a list of the 10 most recent In Progress cases for the agency to which the user belongs. Once a request has been created in the laboratory, it is assigned to an analyst, therefore all cases where analysis has not been completed and a report has not been released are considered to be In Progress.



3. 'Pending' tile

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- a. Clicking on the Pending tile will yield no results. Cases in the laboratory are either In Progress or Released. Once a request has been created in the laboratory, it is assigned to an analyst, therefore all cases where analysis has not been completed and a report has not been released are considered to be In Progress.



4. 'Released' tile

- a. Clicking on the Released tile will take the user to a list of Requests made by the agency that have been released. 'Released' indicates that analysis encompassed by that request has been completed and a final report has been created and is available within iResults.



Clicking the 'Download' icon next to a released request will download a copy of the released report.

Recent Released Requests showing 22 requests (search to find more)

Agency Case #	Requesting Rep	Service	Agency Name	Date Released	Report
[REDACTED]	[REDACTED]	Administrative Closure	Kern County Sheriff's Office	10/28/2013	Download
[REDACTED]	[REDACTED]	Administrative Closure	Shafter Police Department	10/25/2013	Download

5. 'Recently Updated Cases'

- a. This section of the Dashboard will list the 7 to 10 most recently updated requests, whether In Progress or Released.

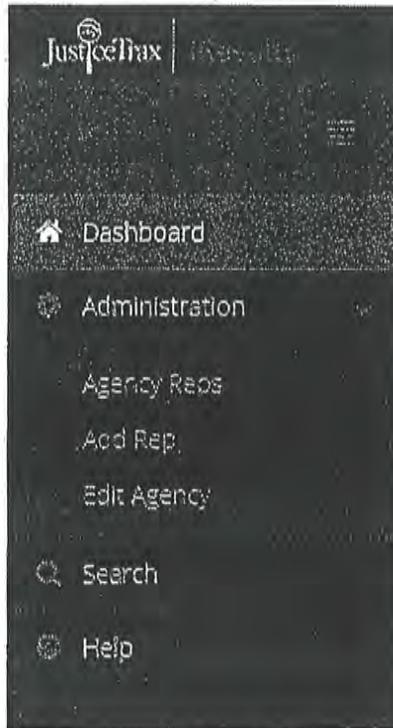
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Recently Updated Cases				
Agency Case #	Requesting Rep	Service	Agency Name	Status
[REDACTED]	[REDACTED]	Administrative Closure	Kern Regional Crime Laboratory	Released
[REDACTED]	Kevin Miller	Technical Investigation	Kern Regional Crime Laboratory	InProgress

6. Sidebar

- a. The sidebar contains the following options: 'Dashboard'; 'Administration' containing 'Agency Reps', 'Add Rep', and 'Edit Agency' (for Agency Administrators); 'Search'; and 'Help.'



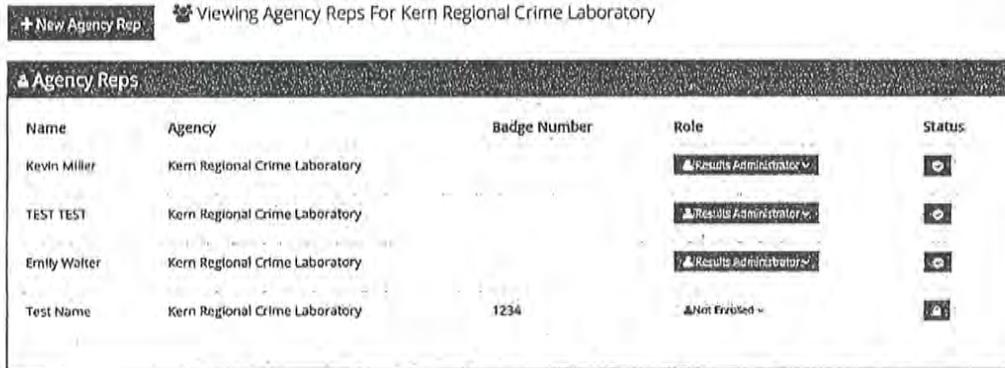
- i. Dashboard – This icon will return the user to their Dashboard.
- ii. Administration > Agency Reps – This icon will take the user to the list of all available Agency Reps within their agency. This icon is only available to Agency Administrators. From this screen, Administrators can enroll existing Agency Reps and assign them usernames and passwords. They may also add new Agency Reps as needed.

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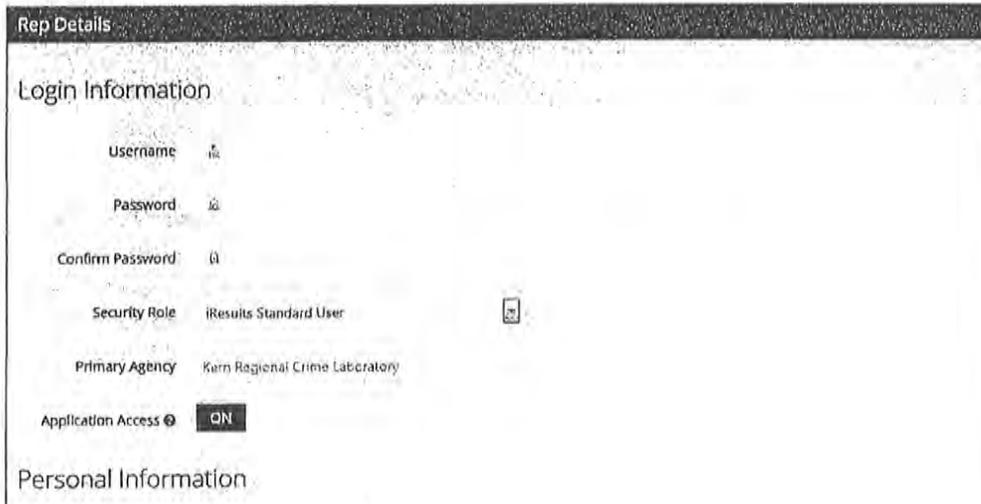
NOTE: All users assigned by the Agency Administrator should have either the Administrator or Standard User role only. Please DO NOT assign users the Super User role.

Agency Representatives agency rep administration



iii. Administration > Add Rep – This icon will take the user to the Rep Details screen, which will allow them to add a new Agency Rep. This icon is only available to Agency Administrators.

Agency Representative add or edit an agency rep



iv. Administration > Edit Agency – This icon will take the user to the Edit Agency screen. This will allow the user to edit the details for the Primary Agency, including main contact,

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address, phone, etc. This icon is only available to Agency Administrators.

Edit Agency change agency details

Primary Agency	
Agency Details	
Contact	
Kevin Miller	
Email	
da_lab@co.kern.ca.us	
Fax	
661-868-56	
Address	
1300 18th Street, 4th Floor	
Address (cont.)	
City	
Bakersfield	
State	
CA	

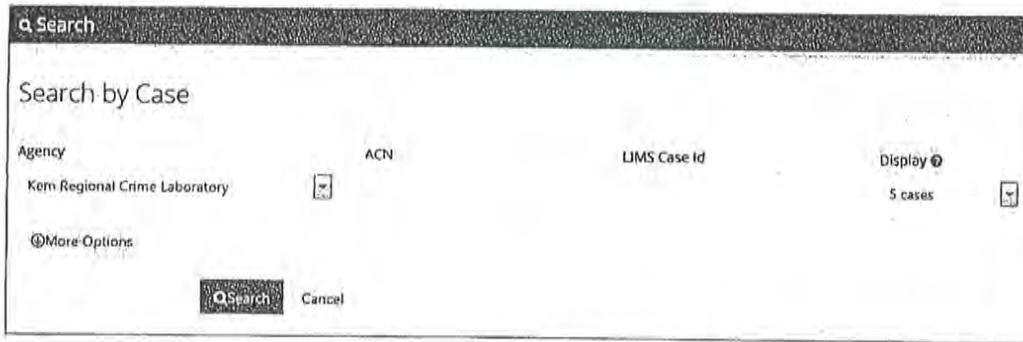
- v. Search – This icon will take the user to the Search screen. This will allow users to Search for cases using the Agency/Agency Case Number, LIMS Case Id (Laboratory number), Individual information, or Request information.
 1. If searching for a case using the Agency Case Number (ACN), please note the following:
 - a. You must select the Agency when searching for cases using the Agency Case Number.
 - b. Now that the laboratory is requiring evidence submission using iPrelog, the Agency Case Number that is entered, as well as all information contained within the case with the exception of sub-items of evidence, is entered by the submitting agency representative and

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- will NOT be changed by laboratory staff. Due to this fact, the Agency Case Number may vary based on the submitting representative.
- c. Search fields for Individual/Request are available under the 'More Options' icon on the Search screen.

Search search by case, individual or request



- vi. Help – This icon will open a separate window containing the Help files created for iPrelog by JusticeTrax. These help files were created by the vendor for this application and were not created or altered by the laboratory.

7. 'My Profile'

- a. This icon will take the user to their profile. Within their profile, they may update their contact information and change their password.



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Profile your profile

Rep Details

Login Information

Username

Password

Confirm Password

Primary Agency

Cases

Search results for requests/cases in iResults will resemble the screenshot below.

Search Results showing 1 case [search again](#)

Agency Case Number: 12345

Request: 0001 » XX-XX-XXXX » Latent Print Processing Program » Latent Print Processing

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Clicking on the listed request will open the summary of the request.

Search Results Showing 1 cases | Search Again

Agency Case Number: 12345

Request: 0001 » IX-XX-XXXX » Latent Print Processing Program » Latent Print Processing

<p>Request Info</p> <ul style="list-style-type: none"> ■ Request Number: 0001 ■ Requesting Agency: Kern Regional Crime Laboratory ■ Requesting Agency Rep: Kevin Miller ■ Due Date: 11/8/2013 6:51:11 PM 	<p>Request Details More</p> <ul style="list-style-type: none"> ■ Analyst: [REDACTED] ■ Reason: Standard ■ Complexity: QA Sample ■ Status: InProgress
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

▲ Evidence (18 items)
▲ Offenses (1 offenses)
▲ Individuals (1 individuals)
▲ Attachments (0 attachments)

[Search Again](#)

Clicking on the 'More' icon in the 'Request Details' section will take the user to the complete details for the request. This will give the user the complete list of evidence, individuals, and offenses associated with the request. If the request has been released, this screen will also have a 'Report' icon. Clicking this icon will open the final report for the request.

Agency Case Details [REDACTED]

Agency Case Number: [REDACTED]

> Request: 0001 » [REDACTED] » DNA Analysis Unit » Biological Screening
 > Request: 0001.A » [REDACTED] » DNA Analysis Unit » DNA (STR) Analysis with Biological Screening
 > Request: 0001.A_0001 » [REDACTED] » Administrative Services Unit » Administrative Closure

<p>Request Info E&A</p> <ul style="list-style-type: none"> ■ Request Number: 0001.A_0001 ■ Requesting Agency: Kern County Sheriff's Office ■ Requesting Agency Rep: [REDACTED] ■ Due Date: 11/2/2013 11:00:31 PM 	<p>Request Details</p> <ul style="list-style-type: none"> ■ Analyst: Kevin Miller ■ Reason: Standard ■ Complexity: Administrative Closure ■ Status: Released
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



▲ Evidence (1 items)

Number	Type	Description
001	Envelope	Sealed envelope labeled as [REDACTED]

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Standard users with questions or concerns regarding iResults should contact their Agency Administrator. Administrators with questions or concerns regarding iResults may contact the laboratory via email at da_lab@co.kern.ca.us.

END OF DOCUMENT

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City of Taft Agenda Report

DATE: DECEMBER 2, 2014

TO: MAYOR AND COUNCIL MEMBERS

AGENDA MATTER:

FUNDING TO THE TAFT CHAMBER OF COMMERCE FOR THE QUARTER OF JULY 2014 TO SEPTEMBER 2014.

SUMMARY STATEMENT:

The City of Taft and the Taft Chamber of Commerce (“Chamber”) entered into an agreement on September 16, 2008 where the City Council recognized the best interest of the City to financially support the Chamber. The City Council agreed to fund the Chamber in the amount of 25% of the actual Transient Occupancy Tax (“TOT”) received and paid quarterly to the Chamber.

The total amount of TOT received by the October 31, 2014 deadline for the quarter of July 2014 through September 2014 were \$51,916.99 and the amount to be allocated to the Chamber will be \$12,979.25.

RECOMMENDED ACTION:

Motion to approve the 25% allocation of the Transient Occupancy Tax to the Taft Chamber of Commerce for the quarter of July 2014 through September 2014.

IMPACT ON BUDGET (Y/N): Yes

ATTACHMENT (Y/N): No

PREPARED BY: *Teresa Binkley, Finance Director*

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER
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City of Taft Agenda Report

DATE: December 2, 2014

TO: MAYOR AND COUNCIL MEMBERS

AGENDA MATTER:

ANNEXATION AD HOC COMMITTEE – SCHEDULE

SUMMARY STATEMENT:

On November 18, 2014, the City Council confirmed and formed the Annexation Ad Hoc Committee consisting of two Councilmembers, two Planning Commissioners, and one seat for the California Resources Corporation (formerly known as OXY). At that meeting, the Councilmembers chose to defer scheduling of the first committee date until the next Council meeting when those chosen at the November 2014 election were sworn in as Councilmembers.

Staff recommends that the Council choose a late afternoon time the week of December 15th to allow adequate time for staff to prepare documents and presentation materials for the kickoff meeting. At the kickoff meeting, the committee members will then set the schedule for meeting dates in 2015.

RECOMMENDED ACTION:

Motion to set the first meeting date of the Annexation Ad Hoc Committee.

IMPACT ON BUDGET: N/A

ATTACHMENT (Y/N): N

PREPARED BY: Mark Staples, Director, Planning & Community Development

REVIEWED BY:

CITY CLERK:	FINANCE DIRECTOR:	CITY MANAGER:
--------------------	--------------------------	----------------------



City of Taft Agenda Report

DATE: December 2, 2014

TO: Honorable Mayor and Council Members

AGENDA ITEM:

EJCDC ENGINEERING AGREEMENT TASKS 3 & 4 WITH WALLACE GROUP FOR USDA LOAN FOR WWTP

SUMMARY STATEMENT:

Staff has been working with the USDA to secure a loan for much needed repairs at the Waste Water Treatment Plant. As part of the loan process the USDA requires their Engineers Joint Documents Committee Design and Construction agreement for Tasks 3 & 4, between the City and the named engineering firm, Wallace Group, be approved, signed and submitted.

RECOMMENDATION:

Approve EJCDC Engineering Agreement for Tasks 3 & 4 with Wallace Group and submit to USDA.

IMPACT ON BUDGET (Y/N): No

ATTACHMENT (Y/N): Yes (agreement)

PREPARED BY: Public Works

REVIEWED BY:

CITY CLERK	FINANCE DIRECTOR	CITY MANAGER

**Engineers Joint Documents Committee
Design and Construction Related Documents
Instructions and License Agreement**

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General:

You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign, or transfer any of the rights, duties, or obligations hereunder is void.

This Agreement shall be governed by the laws of the State of Virginia. Should you have any questions concerning this Agreement, you may contact EJCDC by writing to:

Arthur Schwartz, Esq.
General Counsel
National Society of Professional Engineers
1420 King Street
Alexandria, VA 22314

Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the agreement between us which supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this agreement.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

EJCDC 

ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

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1801 Alexander Bell Drive, Reston, VA 20191-4400
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TABLE OF CONTENTS

Page

ARTICLE 1 – SERVICES OF ENGINEER.....	1
1.01 Scope.....	1
ARTICLE 2 – OWNER’S RESPONSIBILITIES	1
2.01 General	1
ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES	2
3.01 Commencement.....	2
3.02 Time for Completion	2
ARTICLE 4 – INVOICES AND PAYMENTS.....	2
4.01 Invoices	2
4.02 Payments	2
ARTICLE 5 – OPINIONS OF COST	3
5.01 Opinions of Probable Construction Cost.....	3
5.02 Designing to Construction Cost Limit.....	3
5.03 Opinions of Total Project Costs	3
ARTICLE 6 – GENERAL CONSIDERATIONS	4
6.01 Standards of Performance.....	4
6.02 Design Without Construction Phase Services.....	5
6.03 Use of Documents.....	5
6.04 Insurance	6
6.05 Suspension and Termination	7
6.06 Controlling Law	9
6.07 Successors, Assigns, and Beneficiaries.....	9
6.08 Dispute Resolution.....	9
6.09 Environmental Condition of Site.....	10
6.10 Indemnification and Mutual Waiver	10
6.11 Miscellaneous Provisions	11
ARTICLE 7 – DEFINITIONS	12
7.01 Defined Terms	12
ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS.....	15
8.01 Exhibits Included	15
8.02 Total Agreement	166
8.03 Designated Representatives	16
8.04 Engineer's Certifications.....	16
8.05 Federal Requirements	16



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of June 18 , 2014 ("Effective Date") between

The City of Taft ("Owner") and

Wallace Group, a California Corporation ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Design and Construct Wastewater Treatment Plant Upgrade

("Project").

Engineer's services under this Agreement are generally identified as follows:

Design, bidding, construction, and post-construction phase services

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to

Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required **within** this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled **as its sole remedy**; to the recovery of direct damages **if any**; resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within **30 60** days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal*: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within **30 60** days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

5.02 *Designing to Construction Cost Limit*

- A. ~~If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement. (Not Applicable)~~

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. provided to Engineer in writing. Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint

Contract Documents Committee (EJCDC C-700, 2007 Edition) unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.

- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.
- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. ~~Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.~~

- B. Either party to this Agreement may rely that data or information ~~set forth on paper (also known as hard copies)~~ that the party receives from the other party by mail, hand delivery, ~~or facsimile, or electronic media~~ are the items that the other party intended to send. ~~Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.~~ If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension:*

1. By Owner: ~~Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.~~ Owner may suspend the project upon seven days written notice to Engineer. If the project is suspended by the Owner for more than 30 days and is then resumed, the Engineer's compensation may be equitably adjusted, as mutually agreed, using Exhibit K, Amendment to Owner Engineer Agreement, to provide for expenses incurred in the interruption and resumption of Engineer's services.
2. By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

- B. *Termination*: The obligation to provide further services under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 2. For convenience,
 - a. By Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination*: The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination*:
1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. *Environmental Indemnification:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:
1. *Additional Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 2. *Agreement* – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 3. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 4. *Basic Services* – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 5. *Construction Contract* – The entire and integrated written agreement between Owner and Contractor concerning the Work.
 6. *Construction Cost* – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner’s costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.
 7. *Constituent of Concern* – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8. *Consultants* – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
9. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
10. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
11. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
12. *Drawings* – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
13. *Effective Date* – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
14. *Engineer* – The individual or entity named as such in this Agreement.
15. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
16. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
17. *Owner* – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
18. *PCBs* – Polychlorinated biphenyls.
19. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.
20. *Project* – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

21. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
22. *Record Drawings* – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
23. *Reimbursable Expenses* – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.
24. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
25. *Samples* – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
26. *Shop Drawings* – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
27. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
28. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
29. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
30. *Substantial Completion* – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
31. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

32. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.
33. *Work* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
34. *Resident Project Representative* – The authorized representative of Engineer assigned to assist Engineer at the site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any Resident Inspector, assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
35. *Agency* – The Rural Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. *(Not Included)*
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability. *(Not Included)*
- J. Exhibit J, Special Provisions. *(Not Included)*

K. Exhibit K, Amendment to Owner-Engineer Agreement. *(Not Included)*

[NOTE TO USER: If an exhibit is not included, indicate "not included" after the listed exhibit item]

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Federal Requirements:*

- A. *Agency Concurrence:* Signature of a duly authorized representative of Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. *Audit and Access to Records.* Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits,

examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

- C. *Restrictions on Lobbying.* Engineer and each Consultant shall comply with Restrictions on Lobbying if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. *Suspension and Debarment.* Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions" to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Taft

Engineer: Wallace Group, a California Corporation

By: _____

By: Thomas K. Zehnder, PE

Title: Mayor

Title: Principal

Date _____

Date _____

Signed: _____

Signed:  11/7/14

Engineer License or Firm's Certificate No. 72702

State of: California

Address for giving notices:
City of Taft

Address for giving notices:
Wallace Group

209 East Kern Street

612 Clarion Court

Taft, CA 93268

Designated Representative (Paragraph 8.03.A):

Craig Jones

Title: City Manager

Phone Number: (661) 763-1350

Facsimile Number: (661) 765-2480

E-Mail Address: cjones@cityoftaft.org

San Luis Obispo, CA 93401

Designated Representative (Paragraph 8.03.A):

Thomas K. Zehnder

Title: Principal

Phone Number: (805) 544-4011

Facsimile Number: (805) 544-4294

E-Mail Address: TomZ@wallacegroup.us

This is **EXHIBIT A**, consisting of 12 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 18, 2014.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project and available data.
2. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.
4. Identify and evaluate [insert specific number or list here] alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.
5. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs. *(The Report mentioned in this article is the Preliminary Engineering Report as defined in RUS Bulletins 1780-2, 1780-3, 1780-4, and 1780-5. This document must meet customary professional standards as required by 7 CFR 1780.55.)*
6. Perform or provide the following additional Study and Report Phase tasks or deliverables *(The Environmental Report defined at 7 CFR 1794 and RUS Bulletin 1794A-602 is required under this article and is our understanding to be addressed with the ICF Report that has been prepared).*

7. Furnish ___ review copies of the Report and any other deliverables to Owner within ___ calendar days of the Effective Date and review it with Owner. Within ___ calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

Not Part of this Contract

8. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and furnish ___ copies of the revised Report and any other deliverables to the Owner within ___ calendar days of receipt of Owner's comments.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 Preliminary Design Phase

- A. After acceptance by Owner **and concurrence by Agency** of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:
 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. Provide necessary field surveys and topographic and utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.
 3. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 4. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.
 5. Perform or provide the following additional Preliminary Design Phase tasks or deliverables: **Assist on an as needed basis the owner with funding coordination and other miscellaneous tasks as directed by the Owner. The Preliminary design phase is defined as the preparation of 50% project plans and specifications.**
 6. Furnish 5 review copies of the Preliminary Design Phase documents and any other deliverables to Owner within 90 calendar days of authorization to proceed with this phase, and review them with Owner. Within 14 calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.
 7. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner 5 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 14 calendar days after receipt of Owner's comments.

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
 3. Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.
 4. Perform or provide the following additional Final Design Phase tasks or deliverables: **The Final design phase shall be defined as the preparation and submittal of 90% and 100% plans and specifications.**
 - a. **The Engineer shall identify the building codes and accessibility standards used in the design, and certify that the final plans and specifications comply with those standards as well as the planning requirements of this subpart.**
 5. Prepare and furnish bidding documents for review by Owner, its legal counsel, ~~and its~~ other advisors, **regulatory agencies, and Agency, within 140 calendar days of authorization to proceed with this phase,** and assist Owner in the preparation of other related documents. **Bidding documents will comply with Agency's requirements in effect as of the date of Owner authorizing work in this phase. Within ___ days of receipt, Owner shall submit to Engineer any comments and, subject to the provisions of Paragraph 6.01.G, instructions for revisions.**
 6. Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit 5 final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner within 14 calendar days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.6 have been delivered to Owner.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently. *(Please find overall project schedule attached)*
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one at this time. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
 - 2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 - 3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
 - 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 - 5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 - 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 - 7. ~~Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: [here list any such tasks or deliverables]. Upon award of the Construction Contract, the Engineer shall furnish five executed copies of the Contract Documents.~~

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ~~{If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D.}~~
 3. *Selecting Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.
 4. *Pre-Construction Conference:* Participate in **and chair** a Pre-Construction Conference prior to commencement of Work at the Site.
 5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
 7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve

detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
8. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 9. *Clarifications and Interpretations; Field Orders:* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
 10. *Change Orders and Work Change Directives:* Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.
 11. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to

submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

12. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
13. *Inspections and Tests*: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
14. *Disagreements between Owner and Contractor*: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
15. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

- b. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
16. *Contractor's Completion Documents:* Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved as provided under Paragraph A1.05.A.11, and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.
 17. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
 18. *Additional Tasks:* Perform or provide the following additional Construction Phase tasks or deliverables:
 - a. The visits described in Article A.1.05.A.7.a shall be at least monthly.
 - b. The Engineer shall document visit to the project site in writing on standard inspection report forms approved by the Agency with copies furnished to the Owner, Agency, and Contractor.
 - c. Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.

- d. The Engineer shall prepare Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner,
 - e. Additional Tasks as requested by Owner.
19. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.15.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.
 2. Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.
 3. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
Additional Tasks as requested by Owner.

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
 8. Furnishing services of Consultants for other than Basic Services.

9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by Exhibit F.
14. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.6, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- ~~17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.~~
- ~~18. Preparation of operation and maintenance manuals.~~
18. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
19. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
20. Assistance in connection with the adjusting of Project equipment and systems.
21. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

22. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
23. Overtime work requiring higher than regular rates.
24. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services ~~Not~~ Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below ~~after receiving Owner's written authorization and Agency concurrence. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner.~~ Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
 6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
 7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
 8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

- B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:
- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
 - B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
 - C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - 4. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - 5. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - 6. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
 - D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the

scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.

- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.
- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - 1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.
- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services:
 - a. The Owner shall pay the Contractor any amounts due under the Construction Contract, but must obtain Agency concurrence prior to issuing such payment.

This is **EXHIBIT C**, consisting of 8 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated June 18, 2014.

Payments to Engineer for Services and Reimbursable Expenses

COMPENSATION PACKET RUS-CA: Basic Services, Resident Project Representative,
Additional Services – Standard Hourly Rate

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services, Resident Project Representative Services, if any, and for Additional Services as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s employees times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus related Reimbursable Expenses and Engineer’s Consultant’s charges, if any.
2. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendix 1.
3. The total compensation for services under paragraph C.2.01 is estimated to be **\$ 476,800** based upon Contract Times as set forth herein and on the following assumed distribution of compensation:

PART 1 – BASIC SERVICES

<i>A1.01 Study and Report Phase</i>	\$ <u> 0</u> *
<i>A1.02 Preliminary Design Phase</i>	\$ <u> 50,000</u>
- Preliminary Design (WG)	50,000
<i>A1.03 Final Design Phase</i>	\$ <u> 197,985</u>
- Project Meetings Including Travel (WG)	10,000
- Project Management and Presentations & Equipment Pre-Selection (WG)	7,000 3,000

** N/A; Part of previous City/Wallace Agreement*

- Topographic, Utility and Boundary Survey (WG)	15,000
- Construction Cost Estimating (WG)	5,000
- Civil Specifications (WG)	5,000
- Civil Construction Plans (WG)	44,950
- Geotechnical Engineering (ESP)	7,600
- Headworks Planning and Design (West Yost)	58,000
- Electrical Engineering (Thoma Electric)	42,435
A1.04 Bidding or Negotiating Phase	\$ 10,053
- Bidding or Negotiating (WG)	5,000
- Services during Bidding (West Yost)	3,500
- Bidding Assistance (Thoma Electric)	1,553
A1.05 Construction Phase	\$ 203,762
- Construction Support (WG)	50,000
- Services during Construction (West Yost)	11,000
- Construction Administration (Thoma Electric)	7,762
- Resident Project Representative (RPR) (WG)	125,000
- Record Drawings (WG)	10,000
A1.06 Post-Construction Phase	\$ 0
Total Basic Services	\$ 461,800

PART 2 – ADDITIONAL SERVICES

A2.01 Requiring Owner's Written Authorization	\$ 15,000
- Geotechnical Testing (Construction) (ESP)	15,000
- Surveying Services (Part of Construction Contract)	0
- O&M Manual (Part of Construction Contract)	0
- Environmental Mitigation Services (Const) (TBD)	0
A2.02 Not Requiring Owner's Written Authorization	\$ 0
Total Additional Services	\$ 15,000

Owner's Approval of this Agreement constitutes Written Authorization of the Additional Engineering Services listed above. Engineer shall obtain Owner's Written Authorization and Agency concurrence prior to furnishing any additional services pursuant to paragraph A2.01

4. Engineer may alter the distribution of compensation between individual phases of the work noted herein, with concurrence of Owner and Agency, to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless

approved in writing by Owner, with Agency concurrence. Adjustments to the total estimated compensation shall be made by Amendment.

5. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in paragraph C.2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses and Engineer's Consultant's charges.
6. The amounts billed for Engineer's services under paragraph C.2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges.
7. The Standard Hourly Rates and Reimbursable Expenses Schedule may be adjusted annually (as of the date of the agreement) to reflect equitable changes in the compensation payable to Engineer. Modifications to fees shall be made by Amendment.

C.2.02 *Compensation for Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in the attached schedule of rates and charges.
- B. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; obtaining bids or proposals from Contractor(s); providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges; reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Project-related items in addition to those required under Exhibit A, and, if authorized in advance by Owner, overtime work requiring higher than regular rates. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a Factor of 1.15. External expenses are limited to sub-consultant or subcontracted services.

C.2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a Factor of 1.15.
- A. Factors. The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- B. Estimated Compensation Amounts

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. Engineer is responsible for monitoring charges being generated under this Agreement. When estimated amounts for total compensation or individual phases of the work have been stated herein and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. Modifications to fees shall be made y Amendment only.
- C. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1** to **EXHIBIT C**, consisting of 4 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated June 18, 2014.

Standard Hourly Rates and Reimbursable Expenses Schedule

Wallace Group, A California Corporation
 Standard Schedule of Fees - 2009
 Personnel Hourly Rates



Engineering Services:

Engineering Assistant I-III	\$ 66 - \$ 83
Project Analyst I-IV	\$ 83 - \$126
Project Coordinator	\$105
Engineering Associate I-V	\$100 - \$125
Senior Civil Designer I-III	\$132 - \$142
Civil Engineer I - IV	\$122 - \$137
Mechanical Engineer I - IV	\$122 - \$137
Senior Mechanical Engineer I - IV	\$144 - \$154
Senior Environmental Resource Engineer	\$144
Senior Civil Engineer I - IV	\$144 - \$154
Wetlands Specialist	\$160
Project Manager	\$150
Senior Project Manager	\$154
Director of Water Resources	\$154
Director of Mechanical Engineering	\$154
Director of Civil Engineering	\$154
Principal Engineer	\$166
Principal	\$176

Prevailing Wage

CIVIL AND TRANSPORTATION ENGINEERING
ENVIRONMENTAL ENGINEERING
MECHANICAL ENGINEERING
ARCHITECTURAL ENGINEERING
PLUMBING
MECHANICAL ADMINISTRATIVE
SURVEYING ENGINEERING
WATER RESOURCES

Surveying Services:

Surveying Assistant I - III	\$ 66 - \$ 83	
One-Man GPS/Robot Survey Crew	\$171	\$198
Two-Man GPS Survey Crew	\$232	\$254
Two-Man Survey Crew	\$188	\$215
Three Man Survey Crew	\$260	\$309
Survey Associate I - V	\$100 - \$125	
Land Surveyor I - IV	\$127 - \$142	
Senior Land Surveyor I - IV	\$144 - \$154	
Director of Surveying	\$154	

GIS Services:

GIS Tech	\$ 78
GIS Specialist I-IV	\$107 - \$122
Senior GIS Specialist I-III	\$131 - \$137
GIS Manager	\$142

Planning Services:

Planning Assistant I - III	\$ 66 - \$ 83
Planning Designer I - III	\$ 80 - \$100
Planner I - IV	\$122 - \$137
Associate Planner I - V	\$100 - \$137
Senior Planner I - IV	\$144 - \$154
Supervising Planner	\$149
Consulting Planner	\$154
Director of Planning	\$154



WALLACE GROUP
 1000 CALIFORNIA STREET
 SUITE 1000
 OAKLAND, CA 94612
 TEL: 415.778.1000
 WWW.WALLACEGROUP.COM



Landscape Architecture Services:

Landscape Architecture Assistant I - III	\$ 66 - \$ 83
Designer I - V	\$100 - \$125
Landscape Architect I - IV	\$122 - \$137
Landscape Construction Specialist	\$127
Senior Landscape Architect I - IV	\$137 - \$152
Landscape Consultant	\$154
Director of Landscape Architecture	\$154

Construction Management/Field Inspection Services:

Prevailing Wage

Administrative Assistant I - V	\$ 64 - \$ 79	
Project Analyst I - IV	\$ 83 - \$126	
Engineering Inspector	\$105	\$132
Construction Administrator	\$105	
Resident Engineer	\$129	\$149
Director of Construction Management	\$154	

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
Director of Public Works Administration	\$154

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 telephon3/fax
- postage/delivery service
- 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.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 18, 2014.

~~*[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2]*~~

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

D1.01 *Resident Project Representative*

- C. Engineer shall furnish **as subject to a scope agreed to by both Owner and Engineer** a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- D. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.
- E. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made;

and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

9. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

10. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.
12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
14. *Completion:*
- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

F. Resident Project Representative shall not:

- 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept shop drawing or sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 18, 2014.

NOTICE OF ACCEPTABILITY OF WORK

PROJECT: City of Taft-Ford City/Taft Heights Sanitation District Wastewater Treatment Plan Upgrade

OWNER: City of Taft

CONTRACTOR: TBD

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION: TBD

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT: TBD

ENGINEER: Wallace Group, a California Corporation

NOTICE DATE: _____

To: City of Taft
Owner

And To: TBD
Contractor

From: Wallace Group, a California Corporation
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that the completed Work furnished and performed by Contractor under the above Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated June 18, 2014, and the terms and conditions set forth in this Notice.

By: Thomas K. Zehnder, P.E.

Title: Principal

Dated: _____

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the professional judgment of Engineer.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner and under the Construction Contract referred to in this Notice, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement and Construction Contract.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract referred to in this Notice, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents.

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 *Designing to Construction Cost Limit*

- Not Applicable**
- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of \$_____.
 - B. A bidding or negotiating contingency of _____ percent will be added to any Construction Cost limit established.
 - C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
 - D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.
 - E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
 - F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 18, 2014.

Insurance

Paragraph 6.04 of the Agreement is supplemented to include the following agreement of the parties.

G6.04 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.04.A and 6.04.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation:

Statutory

b. Employer's Liability --

1) Each Accident:

\$ 1,000,000

2) Disease, Policy Limit:

\$ 1,000,000

3) Disease, Each Employee:

\$ 1,000,000

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage):

\$ 1,000,000

2) General Aggregate:

\$ 2,000,000

d. Excess or Umbrella Liability --

1) Each Occurrence:

\$ 4,000,000

2) General Aggregate:

\$ 4,000,000

e. Automobile Liability -- Combined Single Limit (Bodily Injury and Property Damage):

Each Accident

\$ 1,000,000

f. Professional Liability --

1) Each Claim Made

\$ 2,000,000

2) Annual Aggregate

\$ 2,000,000

g. Other (specify):

\$ N/A

2. By Owner:

- | | |
|--------------------------------------------------------------------------------------|----------------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Each Accident | \$ <u>Statutory</u> |
| 2) Disease, Policy Limit | \$ <u>Statutory</u> |
| 3) Disease, Each Employee | \$ <u>Statutory</u> |
| c. General Liability -- | |
| 1) General Aggregate: | \$ <u>29,000,000</u> |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$ <u>N/A</u> |
| d. Excess Umbrella Liability -- | |
| 1) Each Occurrence: | \$ <u>29,000,000</u> |
| 2) General Aggregate: | \$ <u>N/A</u> |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| Each Accident: | \$ <u>29,000,000</u> |
| f. Other (specify): | \$ <u>N/A</u> |

B. *Additional Insureds:*

1. The following persons or entities are to be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B:

- a. Wallace Group, a California Corporation
Engineer

- b. Earth Systems group of companies
Engineer's Consultant

- c. West Yost Associates
Engineer's Consultant

- d. Thoma Electrical
Engineer's Consultant

- 2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability and property policies of insurance.

- 3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.04.A.

This is **EXHIBIT H**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 18, 2014.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

[NOTE TO USER: Select one of the two alternatives provided]

H6.08 Dispute Resolution

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by [insert name of mediator, or mediation service]. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

[or]

~~A. *Arbitration*: All Disputes between Owner and Engineer shall be settled by arbitration in accordance with the [here insert the name of a specified arbitration service or organization] rules effective at the Effective Date, subject to the conditions stated below. This agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Paragraph H6.08.A will be specifically enforceable under prevailing law of any court having jurisdiction.~~

- ~~1. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the [specified arbitration service or organization]. The demand must be made within a reasonable time after the Dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations.~~
- ~~2. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ _____ (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any Dispute if the amount in controversy in such Dispute is more than \$ _____ (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than \$ _____ (exclusive of interest and costs). Disputes that~~

~~are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.~~

- ~~3. The award rendered by the arbitrators shall be in writing, and shall include: (i) a precise breakdown of the award; and (ii) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.~~
- ~~4. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.~~
- ~~5. If a Dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this Project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Paragraph H6.08.A.5 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.~~

This is **EXHIBIT I**, consisting of 4 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 18, 2014.

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

[NOTE TO USER: Select one of the three alternatives listed below for 16.10 A.1]

1. *Engineer's Liability Limited to Amount of Engineer's Compensation.* To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors,

**Exhibit I deleted per USDA Rural Utilities
Service EJCDC E-500 (2008 Edition)
California Supplement**

1.

any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$ _____ [or]

1. *Engineer's Liability Limited to the Amount of \$ _____*: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total amount of \$ _____.

[NOTE TO USER: If appropriate and desired, include I6.10.A.2 below as a supplement to Paragraph 6.10, which contains a mutual waiver of damages applicable to the benefit of both Owner and Engineer]

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages*: To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10. the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through,

**Exhibit I deleted per USDA Rural Utilities
Service EJCDC E-500 (2008 Edition)
California Supplement**

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or
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or

[NOTE TO USER: Use here particular types of damages that may be of special concern because of the nature of the project or specific circumstances, e.g., cost of replacement power, loss of use of equipment or of the facility, loss of profits or revenue, loss of financing, regulatory fines, etc. If the parties prefer to leave the language general, then end the sentence after the word "employees"]

[NOTE TO USER: the above exclusion of consequential and other damages can be converted to a limitation on the amount of such damages, following the format of Paragraph I6.10.A.1 above, by providing that "Engineer's total liability for such damages shall not exceed \$ _____."]

[NOTE TO USER: If appropriate and desired, include I6.10.A.3 below]

3. *Agreement Not to Claim for Cost of Certain Change Orders*: Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or

part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement (“Covered Change Orders”). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed _____% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of

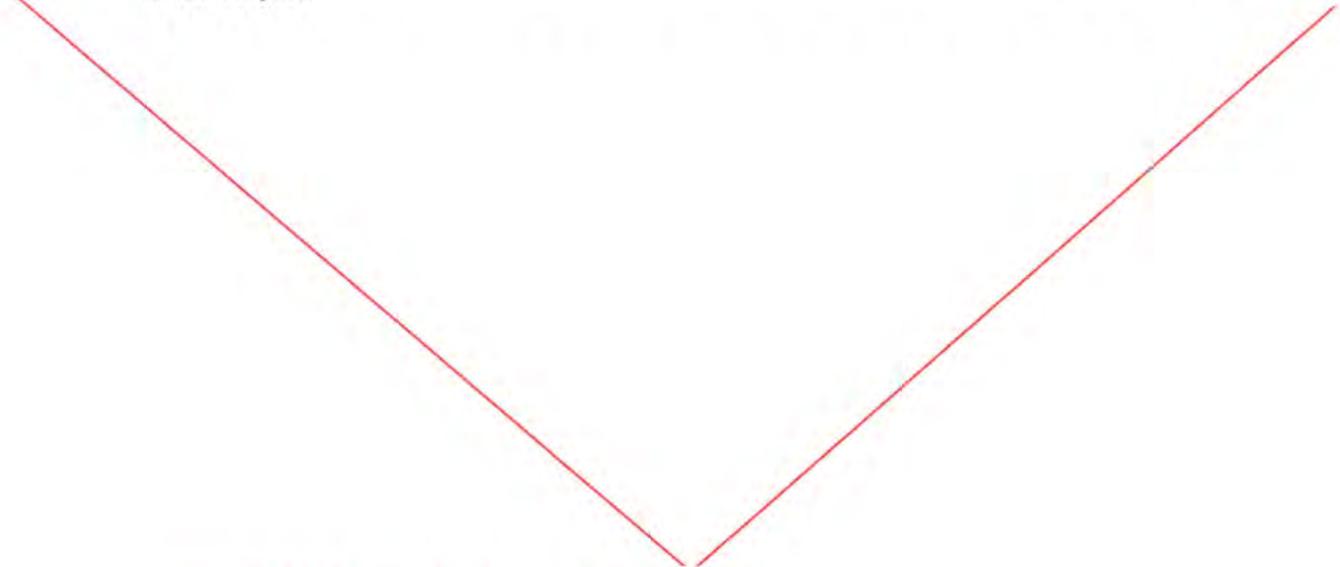
Exhibit I deleted per USDA Rural Utilities Service EJCDC E-500 (2008 Edition) California Supplement

indirectly against Engineer with respect to any Covered Change Order not in excess of such percentage stated above, and Owner agrees to hold Engineer harmless from and against any suit or claim made by the Contractor relating to any such Covered Change Order.]

[NOTE TO USER: Many professional service agreements contain mutual indemnifications. If the parties elect to provide a mutual counterpart to the indemnification of Owner by Engineer in Paragraph 6.10.A, then supplement Paragraph 6.10.B by including the following indemnification of Engineer by Owner as Paragraph 16.10.B.]

- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or

omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.



**Exhibit I deleted per USDA Rural Utilities
Service EJCDC E-500 (2008 Edition)
California Supplement**



This is **EXHIBIT J**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 18, 2014.

Special Provisions

Paragraph(s) ___ of the Agreement is/are amended to include the following agreement(s) of the parties:

Not Applicable

This is **EXHIBIT K**, consisting of ___ pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated June 18, 2014.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: _____
- c. Engineer: _____
- d. Project: _____

2. *Description of Modifications:*

[NOTE TO USER: Include the following paragraphs that are appropriate and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

[List other Attachments, if any]

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER:

ENGINEER:

By: _____

By: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in This certification, such prospective participant shall attach an explanation to this proposal.

Wallace Group, a California Corporation

Organization Name

City of Taft-Ford City/Taft Heights Sanitation
District Wastewater Treatment Plan Upgrade

Project Name

Thomas K. Zehnder, PE, Principal

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

The Engineer and Owner hereby concur in the Funding Agency required revisions to E-500 detailed above as indicated by strike-outs and/or highlights.

Engineer:  Date 11/7/14

Attest: 

Type Name: Christine Burkett

Title: Office Manager

Owner: _____ Date _____

Attest: _____

Type Name: _____

Title: City Clerk

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

By: _____ Date _____

Type Name: _____



City of Taft Agenda Report

DATE: December 2, 2014

TO: Mayor and Council Members

AGENDA MATTER:

ADDITION OF ONE (1) POLICE OFFICER POSITION

SUMMARY STATEMENT:

The City has entered into contracts with the Taft City Schools as well as Taft College to provide dedicated Police Officers in the capacity of School Resource Officers. Currently these contracts provide for three (3) Police Officers, one (1) at Taft College, one (1) at Taft High School and one (1) at Lincoln Middle School.

Since the School Resource positions are dedicated to the schools during the school year, the number of Police Officers available for assignments has decreased and has resulted in additional overtime being incurred by the Police Department to ensure all shifts are appropriately covered.

Staff requests one (1) additional Police Officer position for the Police Department. If approved this would increase the number of Officer positions from eleven (11) to twelve (12) and the number of Police Officers available outside of school resources from eight (8) to nine (9). The Personnel and Finance Committees have reviewed this item and recommended forwarding it to the City Council for consideration.

RECOMMENDED ACTION:

Motion to approve **ADDING ONE (1) POLICE OFFICER POSITION TO THE POLICE DEPARTMENT AND 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): Adds one (1) Police Officer to the Police Department budget with an annual cost of approximately \$97,000.

ATTACHMENT (Y/N): Yes, Resolution

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

<u>Position Title</u>	<u>Salary Range</u>
Add: One (1) Police Officer	45.2 (\$1,929 - \$2,345.49 Bi-weekly)

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2014

ATTEST:

Yvette Mayfield
City Clerk

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

I, Yvette Mayfield, 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:

Yvette Mayfield
City Clerk



City of Taft Agenda Report

DATE: December 2, 2014

TO: Mayor and Council Members

AGENDA MATTER:

SCHOOL RESOURCE OFFICER POSITIONS

SUMMARY STATEMENT:

The City has entered into contracts with the Taft City Schools as well as Taft College to provide dedicated Police Officers in the capacity of School Resource Officers. Currently these contracts provide for three (3) Police Officers, one (1) at Taft College, one (1) at Taft High School and one (1) with Taft City Schools.

Rather than recruiting and hiring additional Police Officers for these positions, existing staff has been serving in this capacity. At this time staff is requesting to dedicate three (3) Police Officer positions as School Resource Officers. The School Resource Officer positions would be tied directly to the contracts at each of the schools.

The officers serving in the School Resource Officer positions will be appointed by the Police Chief of designee and there is no change in Salary or Benefits. The Personnel and Finance Committees have reviewed this request and recommended forwarding the item to the City Council for approval.

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): Connects the costs of the three (3) School Resource Officer positions to the contracts with each respective agency.

ATTACHMENT (Y/N): Yes, Resolution; Job Specification

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

<u>Position Title</u>	<u>Salary Range</u>
Change: Three (3)	
Police Officer to School Resource Officer	45.2 (\$1,929 - \$2,345.49 Bi-weekly)

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2014

ATTEST:

Paul Linder, Mayor

Yvette Mayfield
City Clerk

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

I, Yvette Mayfield, 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:

Yvette Mayfield
City Clerk

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAFT ACCEPTING THE RESIGNATION OF CITY CLERK ALINA MEGERDOM AND CONFIRMING THE APPOINTMENT OF YVETTE MAYFIELD TO THE POSITION OF CITY CLERK.

Whereas, the City of Taft City Clerk Alina Megerdom resigned her position as City Clerk effective November 5, 2014; and

Whereas, the City Council of the City of Taft accepted the resignation of Alina Megerdom from the position of City Clerk at its regularly scheduled Council meeting on November 18, 2014; and

Whereas, at its regularly scheduled meeting on November 18, 2014 the City Council of the City of Taft allowed Ms. Vanessa Gonzalez and Ms. Yvette Mayfield to comment on their respective applications for the position of City Clerk, and at same the same meeting the City Council asked questions of said applicants regarding their experience, background, and expertise; and

Whereas, after careful consideration, the City Council voted unanimously at said meeting to select Ms. Yvette Mayfield to fulfill the position of City Clerk for the City of Taft for the remainder of that position's current term of office; and

Whereas, Ms. Mayfield accepted the appointment of the City Council of the City of Taft to the position of City Clerk for the remainder of that position's current term of office; and

Whereas, Ms. Mayfield was administered the oath of office for City Clerk of the City of Taft by Mayor Paul Linder on November 18, 2014:

NOW THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

- I. The City Council of the City of Taft does hereby confirm its acceptance of the resignation of Alina Megerdom from the position of City Clerk of the City of Taft.
- II. The City Council of the City of Taft does hereby make the appointment of Ms. Yvette Mayfield to the position of City Clerk of the City of Taft, or does hereby confirm said appointment made at its November 18, 2014 meeting.
- III. That Ms. Mayfield shall serve the City of Taft as City Clerk until the end of the current lawful term for that office.

PASSED, APPROVED AND ADOPTED on this ____ day of _____ 2014.

RESOLUTION NO: _____

Page 2 of 3

Paul Linder, Mayor

ATTEST:

Yvette Mayfield, City Clerk

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

I, Yvette Mayfield, 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: COUNCIL MEMBERS: Linder, Krier, Noerr, Miller, Waldrop
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None

Yvette Mayfield
City Clerk

CITY OF TAFT

CLASS TITLE: SCHOOL RESOURCE OFFICER

SALARY RANGE 45.2
\$1,929.64 – \$2,345.49 Bi-Weekly

BASIC FUNCTIONS:

This classification is a California P.O.S.T. certified Peace Officer with a primary role to promote and maintain a school environment that will ensure the safety and security of district personnel, students and visitors to school campuses and facilities. Incumbents may provide a variety of educational resources to the school community, maintain supervision and order provide law enforcement information and direction to students, parents, teachers and school personnel. This position collaborates with school and district administrators on issues and policies which affect the operations of the school.

SUPERVISION RECEIVED

Works under the general supervision of the Police Chief or his/her designee.

SUPERVISION EXERCISED

None

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist in developing and maintaining a safe and secure learning and working environment for students and district personnel.
- Works an assigned shift using own judgment in deciding course of action being expected to handle difficult and emergency situations without assistance.
- Assist in developing and implementing school safety programs.
- Conducts preliminary and follow-up investigations of all school related crime and accidents, which may include interviewing witnesses, taking statements, drawing diagrams, collecting evidence and any other activities that are associated with investigations.
- Reports problems relating to inappropriate student conduct to the appropriate school administrator.
- Coordinates activities with other officers or other City departments as needed, exchanges information with officers in other law enforcement agencies, and obtains advice from the City Attorney and District Attorney's Office regarding cases, policies and procedures, as needed and assigned.
- Function as an information-gathering source for all areas of Law Enforcement and Juvenile Officials.
- Attend meetings with other SRO's and School Officials to exchange information and ideas.

SCHOOL RESOURCE OFFICER

- Observes situations analytically and objectively and reports them clearly and completely.
- Serve as a liaison between the Police/Sheriff's Office, School personnel, and parents.
- May be required to physically restrain or control individuals who become combative or violent while on school property or at school-sponsored events.
- May conduct or assist with classroom activities involving a wide range of topics, including security, crime prevention, drug/alcohol educations, and other related issues.
- Prepare for and give presentations at facility in-service meetings, educating parents on school base laws.
- Maintains normal availability by radio or telephone for consultation on major emergencies or precedent.
- Carries out duties in conformance with Federal, State, County and City laws and ordinances.
- Maintains contact with police supervisory personnel to coordinate investigation activities, provide mutual assistance during emergency situations and provides general information about Department policies.
- Responds to radio-dispatched calls for service, on school premises, and City of Taft as needed.
- Carries out duties in conformance with Federal, State, County and City laws and ordinances.

Necessary Knowledge, Skills and Abilities:

- Knowledge and ability to effectively apply of modern law enforcement principles, procedures, techniques, and equipment.
- Criminal investigations, police report writing, and criminal law.
- Perform work requiring good physical condition
- Ability to communicate effectively orally and in writing
- Establish and maintain effective working relationships with peers, supervisors, and the public
- Deals effectively and courteously with students, staff, and the general public.
- Ability to exercise sound judgment in evaluating situations and in making decisions
- Ability to follow verbal and written instructions
- Maintains contact with general public, court officials, and other City officials
- Possesses appropriate judgment to react quickly and calmly under stress and when making daily decisions.
- Exhibits an image as a roll model for students, by maintaining a professional appearance, and training

MINIMUM QUALIFICATIONS

High School Diploma or successful completion of the GED

Must have successfully completed the California P.O.S.T. Basic Academy

Must possess and maintain a valid State of California Driver's License.

Felony convictions and disqualifying criminal histories are not allowed.

Must be a U.S. Citizen or Resident Alien who obtains citizenship within three (3) years of appointment.

Must be able to read and write the English language.

Must be of good moral character and of temperate and industrious habits

Must possess and maintain a valid State of California Driver's License.

Education and Experience:

Two (2) years of Law Enforcement Experience is recommended

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to stand; walk; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell.

The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

TOOLS AND EQUIPMENT USED

Police car, police radio, radar gun, handgun and other weapons as required, baton, handcuffs, breathalyzer, pager, first aid equipment.

WORK ENVIRONMENT

The work environment, characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts; in high, precarious places; and with

explosives and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration.

The noise level in the work environment is usually moderate.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

SELECTION GUIDELINES

City of Taft Application, rating of education and experience; oral interview and reference check; job related tests may be required including P.O.S.T. background investigation and an employee physical by the City physician.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.