

# **2024-2025 KERN COUNTY GRAND JURY**



## **CITY OF ARVIN**

*A City with Growing Pains*

**Release Date**

**February 10, 2025**

# THE CITY OF ARVIN

## A City with Growing Pains



Photo by Grand Jury

### SUMMARY:

The City of Arvin (City) is working to reach its potential of becoming a prosperous community. It has inherent population growth, as well as an influx of people relocating from the greater Los Angeles area.



Typical new residential construction within Arvin city limits  
(Photos by Grand Jury)

With growth, comes a series of issues that must be addressed by the local government: Is the infrastructure sufficient? Is City staff responsive to the additional needs of a growing community? How can the City attract a broad enough spectrum of businesses to develop a strong economic base? Some answers to these questions and others are explored in this report.

The contract for the City Attorney<sup>1</sup>, an outside law group, is not being complied with.

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<sup>1</sup> The contracted City Attorney's identification has been redacted from this report and is referred to as Outside Law Group.

The City's sewage pond is undergoing a major reconstruction due to a recent significant partial failure. The engineering and reconstruction present two problems:

- The repair will cost in excess of \$5,000,000
- The sewage pond inflow is restricted, thus new sewer hook-ups cannot be approved, paralyzing new construction

## **PURPOSE OF INQUIRY:**

In accordance with California Penal Code §933.5, the 2024-2025 Kern County Grand Jury (Grand Jury) is authorized to conduct inquiries or full investigations into the cities within Kern County. This investigation was prompted by a series of concerns voiced by individuals from Arvin. The key objective of the investigation is to develop recommendations that will assist the City in becoming more responsive and transparent to its citizens.

## **METHODOLOGY:**

The Grand Jury interviewed several Arvin City department heads, staff members and City Council Members. They attended City Council Meetings, toured the City, and conducted additional research. They also reviewed numerous documents furnished by City staff and others familiar with the workings of the Arvin City government. Additionally, the Grand Jury interviewed city officials *not* affiliated with Arvin to compare expenses and operations with other cities of similar size and demographics.

## **DISCUSSION OF FACTS:**

According to the 2020 U.S. Census, Arvin has a population of 19,495. However, according to several City employees, there is a population undercount due to the number of individuals who are reluctant to speak with government officials.

The City has 62 full- and part-time employees with the City Manager holding the top position. The Chief of Police makes up the next tier having oversight responsibilities of other department heads.

The four major employers in Arvin employ approximately 1,200 people.

Like most small governments, Arvin needs to be very conscious of its budget. Arvin receives a portion of the property tax collected by Kern County. To help expand their financial resources, Arvin has a 1% city sales tax and employs a full-time Grant Writer who has been successful in obtaining grants for many major projects and purchases.

One of Arvin's most critical problems is a breach of their only sewage pond. The cost of the repair will be in excess of \$5,000,000. While that is a significant sum for

a community the size of Arvin, the greatest impact of this failure is not on the budget, but rather on the resultant inability to add any additional sewer hook-ups. This has effectively paralyzed business and residential development. It will take roughly one year to complete the engineering and repair, with the engineering consuming the greatest amount of time.

A new satellite campus of Bakersfield College on Varsity Road, across the street from Arvin High School, is now open to the public. It is anticipated that having a campus in the City will enable and encourage many prospective students to expand their education and avail themselves to greater job opportunities.



Construction progress of the new Arvin campus of Bakersfield College and the artist's rendering of new campus building.  
(Photo by Grand Jury; rendering from Bakersfield College internet site)

Arvin's main business district, on the east side, is suffering with poor street conditions and many permanently closed stores. At the same time, new shopping centers, on the south end, are planned to serve newer sections of the City.

The Public Works Department is concentrating most of its efforts on road repair. Many streets are in a state of disrepair, costing the City thousands of dollars annually, paying claims for damage to vehicles. The cost of resurfacing is about \$1,000,000 per mile. New construction can often be paid with grant money, but routine maintenance generally cannot. Nonetheless, it is hoped that improving/repairing the City's streets will act as a catalyst to aid in attracting business back to the downtown area.

Some City Council Members, department heads and employees, report that there is a lack of responsibility exhibited by many department heads and staff members at all levels. Several of the individuals interviewed were also concerned about a general lack of confidentiality.

On August 21, 2024, a City Council Member submitted their resignation. In accordance with California Code §36512, a new Council Member must be appointed by the sitting City Council within 60 days, or an election must be held. A new appointment was not possible; therefore, a special election must be held on the next regularly established election date, but not less than 114 days from the call for the special election. Since the next election was on November 5, 2024, the 114-day test was not met. Consequently, in accordance with California Elections Code

§1000(d), an election must be held on “The first Tuesday after the first Monday in November...” (November 4, 2025).

Prior to calendar year 2024, Minutes of City Council Meetings were posted on the City’s website. That practice stopped in 2024, and no further minutes have been posted.

Arvin does not have an attorney on staff, rather it contracts with an outside law firm, (Outside Law Group), to fill the role of City Attorney. Every department within the City uses their services. The firm bills the City on a monthly basis, with billings typically exceeding \$20,000 per month. The bills should indicate who performed the service, what service was provided, a description of the service, hourly rate, time spent, and a total for each entry. According to the billings, nearly 100% of the services were performed by the lead attorney. The contract with the City details the rates charged for various services (See Appendix A). In preparing this report, billings were provided and carefully reviewed by the Grand Jury. None of the billings are at any of the rates called for in the contract, nor are the descriptions sufficient to determine which billing rate should apply. A review of the contract between the City and Outside Law Group revealed that the contract states in ¶18.0:

“...[Outside Law Group] is being appointed as City Attorney pursuant to the authority of Government Code Section 36505 and has the authority of that office. Accordingly, the City is responsible pursuant to Government Code Section 825 for providing defense for the City Attorney for actions within the scope of its engagement hereunder.”

However, ¶19.0 of the contract states in part:

“[Outside Law Group] shall perform all legal service required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which [Outside Law Group], its agents or employees, render legal services required under this Agreement, except as otherwise set forth.”

These two sections in the contract are in absolute conflict with each other inasmuch as Government Code §825 only applies to “employees” and Outside Law Group is not an employee as stated in the contract in ¶19.0 quoted above.

¶3.1 of the contract calls for a monthly fee of \$4,875.00 (adjusted to \$5,643.42 including the 5% per annum fee increase) for “...up to 25 hours per month of ‘Basic Services’ at \$225.00 [adjusted to \$260.46] for attorneys or \$100.00 [adjusted to \$115.76] for paralegals and law clerks.” The monthly retainer is not included in any of the billings, nor does a credit appear for those hours of work that should have been included with the retainer.

The use of outside contractors is not limited to the City Attorney. The City also uses an outside contractor to perform some of the duties within the Building Department. Although this relationship has existed for over two years, a contractual agreement has yet to be finalized, notwithstanding the fact that the average billing exceeds \$10,000 per month.

The Mayor is responsible for approving all invoices submitted to the City. Historically, the approval process has not included verification of time spent in the provision of services, nor has it checked for contract compliance in the billings.

Arvin operates its own transit system under the management of a full-time Transit Director. Bus services include a route system within the Arvin city limits as well as routes to and from Arvin and The Tejon Outlets; Arvin to Lamont; Arvin to Bakersfield; and a Dial-A-Ride service. The entire system operates with 99% on-time performance. Plans are being made to add routes to the Hard Rock Casino, just south of Mettler, upon its opening. That route will operate 24 hours a day, seven days a week.



Arvin Transit electric bus  
(Photo by Grand Jury)

Currently, three of the six busses owned by the Transit Department are electric. In early 2025, the department expects to take delivery of three more electric busses, eliminating all internal combustion busses. A solar array will be built over the Transit Department's existing parking area. This is designed to supply sufficient power to charge Arvin's entire electric fleet. In addition to the bus service, the Transit Department is responsible for all of Arvin's City-owned vehicles. Due to Arvin's size and demographics, the City is eligible for U.S. government funding of 100% of the Transit Department's costs, including salaries.

The Arvin Police Department consists of 28 sworn and non-sworn full-time employees, including a K-9 Unit, four Reserve Officers, an Explorer Post, and a Police Activities League. From January 1, 2022, through July 31, 2024, crime has been reduced (See Appendix B). The department also has a small jail which is currently not in use but is ready to accept detainees at any time. Currently, individuals arrested in Arvin are taken to the Kern County Detention Center at Lerdo.

Arvin contracts with Kern County for fire services. The Fire Station serving the City is located across the street from City Hall and the Police Department.

The City Council held its regular meeting on Tuesday, December 10, 2024. The original proposed agenda called for the swearing in of the new Mayor and new Councilmember to be first on the agenda followed by public comments. This would have conformed with the historical seating of new members. However, the Council objected to the format of the agenda and placed the swearing in of the new Mayor and new Councilmember at the end of the agenda.

## **FINDINGS:**

F1. Many of the Arvin City employees have voiced concerns that other staff members are not doing the amount of work required for their respective positions, causing animosity in the workplace.

F2. Cohesiveness within the staff is often missing, demonstrated by employee allegiance – or lack thereof – to various members of the City Council, department heads, or fellow employees. This has resulted in the perception of two “teams” within the City staff working in different directions.

F3. The unattractiveness of closed businesses discourages other businesses from locating in the downtown area.

F4. Repairing the streets in the downtown area of Arvin is a critical piece in the overall economic revitalization of the City, by aiding in the attraction of businesses to that part of town.

F5. The lack of scrutiny of billings from the Outside Law Group has resulted in payment of invoices that are billed in excess of the contracted amounts.

F6. The contract with the Outside Law Group describes the agreement as an appointment of an “interim City Attorney.” (See Attachment A, ¶2.0 of the contract with the Outside Law Group). The contract, dated May 25, 2021, is still in use, and no apparent effort has been made to either find a new qualified attorney or to update the contract with the Outside Law Group.

F7. Adjusting the contractual fees to be charged/paid with the 5% annual increase required under the contract in ¶3.1 results in the following hourly fee schedule:

**Basic Services**

Attorneys \$260.46

Paralegals and Law Clerks 115.76

**Special Legal Services**

Partner/Of Counsel 341.50

Associate 260.46

Paralegals and Law Clerks 115.76

**Third Party**

Partner/Of Counsel 405.17

Associate 318.34

Paralegals and Law Clerks 144.70

**Other Specialists**

Partner/Of Counsel 318.34 to \$520.93

Associates 248.89 to 318.34

F8. The City does not have a written contract in effect with the outside contractor working for the Planning Department. This could lead to excessive billing.

F9. The Police Department's emphasis on Community Policing has brought the crime statistics down considerably in the past two and one-half years, contributing to Arvin becoming a more welcoming community.

F10. The City Council failed in its duty to either appoint a replacement for the Council vacancy, or to call for a Special Election.

F11. The decision to cease the publishing of City Council Minutes has left the residents of Arvin without an easy way to determine what actions were taken by the City Council except what they may learn from the press or word of mouth.

F12. The deviation from the customary agenda format resulted in having the old council vote on matters before the new council had been seated. This preempted the new council's opportunity to vote on matters that otherwise would have been before them.

F13. There is an inherent conflict with the City Manager also filling the roles of Finance Director and Community Development Director.

F14. The City of Arvin should be commended for its forward thinking in the management of its Transit Department and the conversion of its bus fleet to all electric.



## RECOMMENDATIONS:

R1. The Grand Jury recommends that by May 1, 2025, a written contract with a contractor for the City's Planning Department be completed and signed by all parties.

(Finding #8)

R2. The Grand Jury recommends that by March 14, 2025, Arvin comply with California Elections Codes §§1000 and 1405 by filing a notice of intent to hold a special election to fill the vacant City Council seat. (Finding #10)

R3. The Grand Jury recommends that a Special Election be held on November 4, 2025, to bring the City into compliance with the law, California Code, Elections Code - ELEC §1000 to fill the vacant City Council seat. (Finding #12)

R4. The Grand Jury recommends that by July 1, 2025, the City assemble a working group made up of representatives from the City Departments of Community Development, Economic Development, Parks & Recreation, Police, Transportation, and the City Council to work with a similar group of persons or groups, such as business groups, service clubs, and property owners interested in the revitalization of Arvin's downtown area to develop an actionable plan to attract commerce, residents and others into the area. (Findings #3 and #4)

R5. The Grand Jury recommends that all Outside Law Group invoices from the commencement of the contract (May 26, 2021) to date be adjusted to *include* the retainer, adjust the fees per the contract and *reduce* the number of hours charged accordingly by June 30, 2025. (Findings #6 and #7)

R6. All over-payments and under-payments discovered with the audit of the Outside Law Group's billings should be collected/paid by July 30, 2025. (Finding #5)

R7. The Grand Jury recommends that by July 1, 2025, the City Council secure a City Attorney by a valid contract or direct employment. (Finding #6)

R8. The Grand Jury recommends that by August 1, 2025, the City, through its Human Resources Department, provide mandatory specialized training for the Mayor, City Council, and all City employees regarding confidentiality, workplace decorum and team building. (Findings #1 and #2)

R9. By July 1, 2025, the City Council should codify an agenda format to be followed at the first Council meeting following the certification of an election, special election, or appointment. This format should place the swearing in of new members (including the Mayor) first on the agenda followed by Public Comments. (Finding #12)

R10. By July 1, 2025, an Assistant City Manager should be hired to relieve conflicts created for the City Manager by filling the multiple roles of City Manager, Finance Director, and Community Development Manager. (Finding #13)

R11. By July 1, 2025, the Grand Jury recommends that City Council Meeting Minutes be posted on the City's website promptly after they are approved by the City Council. (Finding #11)

**NOTES:**

- The City of Arvin should post a copy of this report where it will be available for public review.
- Persons wishing to receive an email notification of newly released reports may sign up at: <https://www.kerncounty.com/government/other-agencies/grand-jury>
- Present and past Kern County Grand Jury Final Reports and Responses can be accessed on the Kern County Grand Jury website:  
<https://www.kerncounty.com/government/other-agencies/grand-jury>

**RESPONSE DEADLINE:**

- **REQUIRED WITHIN 90 DAYS FROM:**  
Arvin City Council  
Findings #1 through #14  
Recommendations #1 through #5 and #7 through #11
- **REQUIRED WITHIN 60 DAYS FROM:**  
Mayor of Arvin  
Findings #1 through #14  
Recommendations #4, #6, and #8
- **INVITED FROM:**  
City Manager  
Findings #1 through #14  
Recommendations #1 through #11

**RESPONSES ARE REQUIRED PURSUANT TO PENAL CODE §§933(c) AND 933.05:**

- **PRESIDING JUDGE**  
**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF KERN**  
**1415 TRUXTUN AVENUE, SUITE 212**  
**BAKERSFIELD, CA 93301**
- **FOREPERSON**  
**KERN COUNTY GRAND JURY**  
**1415 TRUXTUN AVENUE, SUITE 600**  
**BAKERSFIELD, CA 93301**

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code §929 requires that reports of the Grand Jury not contain the name of any person, or facts leading to the identity of any other person, who provides information to the Grand Jury.

## Appendices:

### Appendix A

CITY OF ARVIN  
CITY CLERK'S OFFICE  
AGMT NO 2021-13

## AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES BETWEEN CITY OF ARVIN AND [REDACTED]

This Agreement for legal services ("Agreement") is made and entered into this 26<sup>th</sup> day of May, 2021 ("Effective Date"), by and between City of Arvin, a California Municipal Corporation (hereinafter referred to as the "City" or "Client"), and [REDACTED]. The City and [REDACTED] shall each be referred to as "Party" and jointly as "Parties" in this Agreement.

### WITNESSES

WHEREAS, it is the desire of the Parties hereto to enter into this Agreement and establish the terms and conditions for rendition of legal services to the City and the compensation therefor.

NOW, THEREFORE, IT IS MUTUALLY AGREED as follows:

#### **1.0 Appointment of City Attorney ("City Attorney").**

The City hereby retains [REDACTED] to perform the professional services described herein. The City shall appoint [REDACTED] as Interim City Attorney to serve at the pleasure of the City. The City shall appoint [REDACTED] as Interim Deputy City Attorney to serve at the pleasure of the City. [REDACTED] shall expend its best efforts to carry out the professional services described herein, and faithfully represent the interests of the City during the term of this Agreement. No change to this appointment shall be made without the written consent of the City signed by an authorized representative of the City.

#### **2.0 Attorney's Services and Scope of Work.**

[REDACTED] shall serve as Interim City Attorney and shall perform legal services ("Services") as may be required from time to time by the Client as set forth by this Agreement, unless otherwise agreed to by the Client and [REDACTED]. As part of the Services to be performed hereunder, [REDACTED] shall provide representation and advice to City as provided in this Agreement, either personally or by assigning and supervising other [REDACTED] attorneys or by managing the performance and work of other attorneys who are engaged by the City (unless otherwise directed by the City Council). Any [REDACTED] attorney assigned as described herein shall be familiar with the City and have the necessary expertise and experience to provide and advise the City on the assigned matters ("[REDACTED] Attorneys"). City Attorney shall review charges for services rendered by other attorneys to ensure that they are consistent with this Agreement and/or the terms of the specific engagement and otherwise reasonable. City Attorney shall monitor the work of other attorneys to ensure that it is done efficiently and competently and, when appropriate in her judgment, shall adjust charges for work by [REDACTED] attorneys that does not meet these standards. As used in this paragraph, "other attorneys" shall include [REDACTED] Attorneys and, unless otherwise directed by the City Council, other firms and attorneys who are retained by the City as provided herein.

City Attorney shall attend City Council meetings unless prevented by illness or vacation or excused by the Mayor or City Manager, in which case the Deputy City Attorney or a [REDACTED] Attorney shall attend. The City Attorney will use best efforts to have the same [REDACTED] Attorney attend when he is not available, unless he determines another attorney is better suited to attend a particular meeting.

The Deputy City Attorney, or [REDACTED] Attorneys (a) may assist the City Attorney as he directs, and (b)

shall perform the duties of the City Attorney whenever he is unavailable due to illness, vacation or other reason, as approved by the Mayor or City Manager.

### **3.0 Compensation**

#### **3.1 Basic Legal Services – Description and Rate**

Basic Legal Services shall include all services provided to Client that are not otherwise specifically identified below as Special Legal Services, Third Party Reimbursable Legal Services (which are more particularly described in Exhibit “B,” which is incorporated herein), or Public Finance Legal Services (“Basic Legal Services”) and which are more particularly described in Exhibit “A,” which is incorporated herein.

The City shall pay [REDACTED] a flat-rate retainer in the amount of \$4,875.00 per month for up to 25 hours per month for Basic Services. Hourly billing to apply after 25 hours per month for Basic Services at the following rates:

|                            |          |
|----------------------------|----------|
| Attorneys:                 | \$225.00 |
| Paralegals and Law Clerks: | \$100.00 |

#### **3.2 Special Legal Services - Description**

Special Legal Services shall include the following types of services:

- Litigation and formal administrative or other adjudicatory hearing matters
- Labor relations and employment matters
- Non-routine real estate matters (e.g. CC&R’s, deed or title work)
- Land acquisition and disposal matters (including pre-condemnation)
- Successor Agency and housing matters
- Taxes, fees and charges matters (e.g. Prop. 218 & Mitigation Fee Act)
- Public construction disputes
- Non-routine contract negotiation matters
- Non-routine land use and development matters (including general plan updates, Williamson Act issues, annexations and development agreements)
- Environmental matters (e.g. CEQA, NEPA, endangered species)
- Water law matters (e.g. water rights & quality)
- Tax and ERISA related matters
- Toxic substances matters (e.g. CERCLA, RCRA)
- Complex public utility matters (e.g. electric, natural gas, telecommunications, water, rail or transit that involve state or federal regulatory issues)
- Renewable energy and energy efficiency project contracts and power purchase agreements
- Intergovernmental Relations and Advocacy efforts (e.g. legislative and regulatory representation) at the federal and state level.
- Other matters mutually agreed upon between [REDACTED] and the City Manager; with notification given to the City Council regarding such matters.

Upon receipt of a request related to Special Services, [REDACTED] shall provide a proposed engagement letter describing the scope of the engagement. If the request involves services that are outside the expertise

of [REDACTED] or that it cannot undertake because of conflicts or any other reason, [REDACTED] shall recommend that outside counsel be engaged to provide the services and, when permitted by applicable Rules of Professional Conduct, suggest specific firms or attorneys for consideration by the City. City Council can require that the selection of an outside counsel on a particular matter be pre-approved by City Council. In cases of unusual significance or complexity, [REDACTED] may recommend that the City retain other counsel in addition to, or in lieu of [REDACTED]. In all cases, retention of counsel for litigation or Special Services shall be at the discretion of the City; however, it is the expectation of the Parties that [REDACTED] will be engaged when it has the requisite experience, expertise and resources to perform the work, and will manage any such counsel unless otherwise directed by Council.

### **3.2.1 Special Legal Services – Rates**

The City shall pay [REDACTED] for Special Legal Services at the following hourly rates:

|                            |          |
|----------------------------|----------|
| Partner/Of Counsel:        | \$295.00 |
| Associate:                 | \$225.00 |
| Paralegals and Law Clerks: | \$100.00 |

Other specialists may be called upon from time to time to work on matters as particular needs arise. Special Counsel work would be billed at individual rates depending upon the area of expertise. Hourly rates for those attorneys fall within the following ranges: Partners and Of Counsel range from \$275 to \$450 per hour, Associates range from \$215 to \$275 per hour.

### **3.3 Agreement Regarding Rate Categories**

If [REDACTED] believes that a matter falls within the Special Legal Services, Third Party Reimbursable Legal Services, or Public Finance Legal Services rate categories, [REDACTED] shall seek approval from the City Manager or his/her designee. The City Manager's or his/her designee's approval of such a request from [REDACTED] shall not be unreasonably withheld.

### **3.4 Annual Adjustments; Other Mutual Adjustments**

The rates or amounts provided for in in this Agreement shall be automatically increased as follows: At the start of the Client's fiscal year, beginning July 1, 2022 and every July 1st thereafter during the term of this Agreement, flat-rate retainer amounts, and rates related to Special Legal Services shall be increased by five percent (5%) per year. Individual rates which are specific to individual attorneys and/or legal personnel are reviewed annually and may be increased from time to time with advanced written notice to the client. In addition to the automatic rate increases, either [REDACTED] or the Client may initiate consideration of a rate at any time.

### **3.5 Reimbursable Expenses**

Litigation costs and expenses for statutory fees, witness fees, reporters' per diem and stenographic transcriptions, photocopying, jury fees, electronic research, travel, and the expenses of serving process shall be advanced and billed by [REDACTED] at actual costs and reimbursed by the City. Expert consultants and witnesses may be retained by [REDACTED] on terms acceptable to City, approved in advance by email or letter by an authorized City representative, in which case City shall reimburse [REDACTED] or pay such consultants or experts directly.



#### **4.0 Litigation by City**

All litigation in which the City is plaintiff shall be initiated only at the direction of the City Council.

##### **4.1 Defense of Litigation**

Unless otherwise determined by the City, [REDACTED] shall defend all actions and other proceedings brought against the City, its elected officials, appointed officers, and agents ("City parties"). If the litigation involves services that are outside the expertise of [REDACTED] or that it cannot undertake because of conflicts or any other reason, [REDACTED] shall recommend that outside counsel be engaged to provide the services and, when permitted by applicable Rules of Professional Conduct, suggest specific firms or attorneys for consideration by the City. City Council can require that the selection of an outside counsel on a particular matter be pre-approved by City Council. In cases of unusual significance or complexity, [REDACTED] may recommend that the City retain other counsel in addition to, or in lieu of [REDACTED]. In all cases, retention of counsel for litigation or Special Services shall be at the discretion of the City; however, it is the expectation of the Parties that [REDACTED] will be engaged when it has the requisite experience, expertise and resources to perform the work, and will manage any such counsel unless otherwise directed by Council.

##### **4.2 Compensation for Litigation and Special Services**

Prior approval by the City Council is required for Special Services and litigation as defined in section 3.2. In any event, except when precluded by a conflict of interest, [REDACTED] shall provide representation until such time as the City has specifically engaged [REDACTED] or other counsel as directed by the City Council and as necessary to maintain the status quo or prevent the entry of a default or other adverse ruling against the City.

#### **5.0 Billings**

The charges for Litigation, Special Project services, Basic Services and any other services are to be billed and paid monthly. With its statement, [REDACTED] shall provide an accounting of the number of hours billed for legal services. Billing statements will be in a form acceptable to the City Manager or designee. The billings will be reviewed by the City Council, or designee, and if in order, in the Council's opinion, approved for payment.

#### **6.0 Assistance**

The City agrees to provide all information and documents necessary for the attorneys at [REDACTED] to perform their obligations under this Agreement.

#### **7.0 Priorities**

If there are more requests for service than can be accomplished in the time allowed, City Attorney or [REDACTED] may request the City Manager to establish priorities as directed by the City Council. Otherwise, City Attorney shall respond in a reasonable time to all requests.

#### **8.0 Termination**

This Agreement shall continue until terminated. Both Parties understand that [REDACTED] without cause,

may terminate this Agreement upon 60 days' written notice to the City, and the City, without cause, may terminate this Agreement upon 30 days' written notice to [REDACTED]. The City shall be required to pay only for approved services rendered and charges incurred before the effective date of termination and shall not be responsible for services rendered or charges incurred thereafter, unless otherwise authorized by the City. The City can terminate this Agreement for cause immediately upon written notice to [REDACTED]. Upon termination of this Agreement, [REDACTED] agrees to provide a written memorandum to the City on the status of all pending matters at the time of the termination, no later than 30 days after the effective date of the termination, and all files related to City business and legal activities will be returned to the City within thirty days of notice of termination of the Agreement, unless otherwise agreed to by City Council.

#### **9.0 No Assignment**

This Agreement is entered into by the City and [REDACTED] and the rights and obligations may not be assigned or delegated by [REDACTED] to any other attorney without the express written consent of the City Council. This Agreement is not assignable.

#### **10.0 Insurance**

[REDACTED] carries errors and omissions insurance.

#### **11.0 Legal Opinions**

All written opinions requested by the City Council and prepared by City Attorney or [REDACTED] shall be provided to the City Manager and all City Council members, unless otherwise directed by the City Council.

#### **12.0 Performance Review**

At the request of the City Council, the City Attorney shall participate in a performance review, which shall not occur more than twice annually.

#### **13.0 Amendments**

All amendments to this Agreement must be in writing and signed by authorized representatives of the Parties

#### **14.0 Delegation**

The City Council is authorized to represent the City under this Agreement and may delegate any of its duties, obligations, discretion or authority under this Agreement to its City Manager.

#### **15.0 Confidentiality and Privileged Communication**

Communication between the City and [REDACTED] shall be confidential and protected by the Attorney-Client Privilege as provided and defined under applicable laws. Both Parties agree to use best efforts to label all communications with "Confidential". Failure to do so, however, will not diminish or eliminate the confidentiality of the communication.

#### **16.0 Governing Law**

This Agreement will be governed by and interpreted in accordance with the laws of the State of California, including but not limited to any requirements or interpretation related to confidentiality. Venue shall be in the County of Kern.

#### **17.0 Notices**

All notices permitted or required under this Agreement shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Client: City of Arvin  
200 Campus Drive  
Arvin, CA 93203  
Attention: City Manager

#### **18.0 Indemnification**

█████ agrees to indemnify the City, its officers, employees, and agents against and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of █████ its agents, employees, subcontractors or invitees, provided for herein or arising from the acts of omissions of █████ hereunder, or arising from █████ performance of or failure to perform any term, provision, covenant, or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of the City, its employees, officers or agents.

City acknowledges █████ is being appointed as City Attorney pursuant to the authority of Government Code Section 36505, and has the authority of that office. Accordingly, the City is responsible pursuant to Government Code Section 825 for providing a defense for the City Attorney for actions within the scope of its engagement hereunder. Therefore, City agrees to undertake its statutory duty and indemnify █████, its officers, employees and agents against and will hold and save each of them harmless from, any and all claims or liabilities that may be asserted or claims by any person, firm or entity arising out of or in connection with the work, operations or activities of █████ within the course and scope of its performance hereunder, but nothing herein shall require City to indemnify █████ for liability arising from its own negligence or alleged negligence. In connection herewith:



(a) City will promptly provide a defense and pay any judgment rendered against the City, its officers, agency or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of City hereunder; and

(b) In the event [REDACTED], its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against City for such damages or other claims solely arising out of or in connection with the work operation or activities of City hereunder, City agrees to pay to [REDACTED], its officers, agents or employees any and all costs and expenses incurred by attorney, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys' fees.

#### **19.0 Independent Contractor**

[REDACTED] shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which [REDACTED], its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The Client shall have no voice in the selection, discharge, supervision, or control of [REDACTED]'s employees, representatives or agents, or in fixing their number, compensation, or hours of service.

#### **20.0 Waiver**

A Party's failure to exercise or delay in exercising any of its rights under this Agreement will not constitute a waiver, forfeiture or modification of such rights. A Party's waiver of any right under this Agreement will not constitute a waiver of any other right under this Agreement or of the same right on another occasion, unless so stated. Any waiver must be in writing and signed by the waiving Party.

#### **21.0 Severability**

If any provision of this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed limited or, if necessary, severed only to the extent necessary to eliminate such invalidity or unenforceability.

#### **22.0 Counterparts**

This Agreement may be signed in counterparts, each of which shall constitute an original.

#### **23.0 Entire Agreement**

This Agreement (as amended from time to time) comprises the entire understanding between the parties with respect to the subject matter contained herein and supersedes any previous and contemporaneous communications, representations, or agreements, including interim agreements, whether written or oral, with respect thereto, provided that any separate confidentiality agreements between the parties will continue unchanged and in full force and effect according to its terms. If there is a conflict between this Agreement and any other written agreements or oral representations by either Party, this Agreement shall govern as to the subject matter contained herein.

**[*Signature Page Follows*]**

IN WITNESS WHEREOF, the Client and [REDACTED] have executed this Agreement for City Attorney Legal Services as of the date first written above.

Date: 6/01/2021

CITY OF ARVIN

By:   
Olivia Trujillo,  
Mayor

Date: 6/01/2021

By: 

**EXHIBIT "A"**  
**TO AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES BETWEEN**  
**CITY OF ARVIN AND [REDACTED]**

**BASIC SERVICES**

Basic Services shall include those generally understood within the field of municipal law to fall within the category of "general counsel" work and shall include, but not necessarily be limited to, the following legal services listed below. Unless specifically noted below, the City Attorney may rely on other attorneys in his or her firm to provide the legal service. The City Attorney is still ultimately responsible and accountable for such legal services:

1.1 Representation of the Council, committees and commissions and all City officials in legal matters of municipal government.

1.2 Attendance by the City Attorney or Deputy City Attorney at all regular City Council meetings, including closed sessions, unless excused by Mayor or City Manager. City Attorney is expected to use best efforts to limit any such absences. If excused, the City Attorney's designee should be in attendance and City Attorney will ensure that such a designee is well prepared for the meeting.

1.3 Attendance at special meetings or study sessions by City Attorney or his/her designee, as requested by Mayor or City Manager.

1.4 Attendance at meetings of other commissions or public forums, as requested by the City Council or City Manager.

1.5 Provide at least 2 training sessions per year to the City Council, Commissions and/or staff, such as Brown Act training.

1.6 Consultation with City Manager, City staff, or authorized representatives to provide legal advice on proposed policies and activities that require City Council action.

1.7 Provide legal advice to Council, Commissions, committees and staff on legal matters, including but not limited to the Brown Act, California Public Records Act and California Fair Political Practices Commission.

1.8 Advise City Council and City Manager on communications in response to members of the public and press/media.

1.9 Preparation/review of all proposed ordinances, resolutions, land use application related documents, contracts, letters, and other documents related to any action taken or to be taken by the Planning Commission or City Council.

1.10 Provide advice regarding code enforcement matters, including but not limited to drafting letters and taking other actions in an attempt to obtain pre-litigation/administrative proceedings/resolution.

1.11 Available to assist with personnel issues (excluding collective bargaining) in

coordination with employment law counsel and with general liability claims and litigation in coordination with the City's insurance legal counsel.

1.12 Keep the Council and City Manager informed of the status of litigation involving City. City Attorney shall submit a quarterly status report briefly outlining the status of each litigation, including code enforcement litigation. This status report shall be submitted between the first and fifteenth of the following months (April, July, October and January). City Attorney shall also advise the City Council and City Manager of significant developments in litigation involving City as they occur.

1.13 Provide written legal opinions when requested by any three Council members.

1.14 Assist with management of outside legal counsel.

1.15 Consultation with individual City Council members on questions regarding City legal matters as it relates to them as Council members and City business.

1.16 Keep the Council and City Manager informed of any proposed or new legislation or court decisions that may impact the City, including but not limited to land use, pension reform, and housing and work with staff to ensure the City's local codes and policies are updated to comply with any such decisions or legislation.

1.17 Assist City Council, City Manager and appropriate staff in continuing to identify feasible options toward implementing and achieving the goals, policies and objectives of the City Council.

1.18 Review and approve as to form all City contracts and agreements.

**EXHIBIT "B"**  
**TO AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES BETWEEN**  
**CITY OF ARVIN AND [REDACTED]**

**THIRD PARTY REIMBURSABLE BILLING POLICIES**

1. Third Party Reimbursable Legal Services - Description. Third Party Reimbursable Legal Services shall include legal services provided to the City for which the City receives reimbursement from a developer or other third party. These reimbursable legal services include, but are not limited to, review of CC&Rs; establishment of financing districts (i.e., Community Facilities Districts; Assessment Districts; Landscape and Lighting Maintenance Districts); the processing of land use/environmental projects for which the City is entitled to reimbursement, as well as defending any challenges to project entitlements or any dispute or litigation related to such reimbursable legal services.

2. Third Party Reimbursable Legal Services - Rates. The Client shall pay for Third Party Reimbursable Legal Services at [REDACTED]'s the following current standard private client rates:

|                            |                   |
|----------------------------|-------------------|
| Partner/Of Counsel:        | \$350.00 per hour |
| Associate:                 | \$275.00 per hour |
| Paralegals and Law Clerks: | \$125.00 per hour |

[REDACTED] shall provide annual written updates to the Client when changes are made to the standard rate schedule.

## Appendix B



### STATISTICS FOR 2022:

Our department handled incidents shown below which reflects the services provided to conclusion with care, professionalism, and empath. Police statistics refer to numerical data collected and analyzed by law enforcement agencies to track crime rates, arrests, convictions, and other law enforcement-related activities. These statistics can provide insights into patterns and trends of criminal activity and can help inform policing strategies.

CALLS FOR SERVICE:  
14,800

TRAFFIC STOPS:  
2,163

DOMESTIC VIOLENCE:  
45

PRIORITY RESPONSE  
TIMES:  
2:48

MOVING CITATIONS:  
385

FIREARM CRIMES:  
51

HOMICIDES:  
1

DRIVING UNDER THE  
INFLUENCE ARRESTS:  
70

PATROL STRENGTH:  
17

ROBBERY:  
10

ANIMAL CONTROL  
CALLS:  
909

## STATISTICS FOR 2023:

Our department handled incidents shown below, which reflects the services provided to conclusion with care, professionalism, and empathy. Police statistics refer to numerical data collected and analyzed by law enforcement agencies to track crime rates, arrests, convictions, and other law enforcement-related activities. These statistics can provide insights into patterns and trends of criminal activity and can help inform policing strategies.

CALLS FOR SERVICE:  
15,607

TRAFFIC STOPS:  
2,308

DOMESTIC VIOLENCE:  
31

PRIORITY RESPONSE  
TIMES:  
2:24

MOVING CITATIONS:  
566

FIREARM CRIMES:  
28

HOMICIDES:  
0

DRIVING UNDER THE  
INFLUENCE ARRESTS:  
74

PATROL STRENGTH:  
18  
*Deputy Chief and  
Investigator Addition*

ROBBERY:  
13

ANIMAL CONTROL  
CALLS:  
998



STATISTICS FOR 2024 (January 1 to July 31, 2024):

Our department handled incidents shown below, which reflects the service provided to conclusion with car, professionalism, and empathy. Police statistics refer to numerical data collected and analyzed by law enforcement agencies to track crime rates, arrests, convictions, and other law enforcement-related activities. These statistics can provide insights into patterns and trends of criminal activity and can help inform policing strategies.

CALL FOR SERVICE:  
9,288

TRAFFIC STOPS:  
1,516

DOMESTIC VIOLENCE:  
18

PRIORITY RESPONSE  
TIMES:  
2:10

MOVING CITATIONS:  
416

FIREARMS CRIMES:  
29

HOMICIDES:  
1

DRIVING UNDER THE  
INFLUENCE ARRESTS:  
43

PATROL STRENGTH:  
18

ROBBERY:  
4

ANIMAL CONTROL  
CALLS:  
461