

# 2024-2025 KERN COUNTY GRAND JURY



## KERN COUNTY FENTANYL MISUSE AND OVERDOSE PREVENTION *ALPR Cameras Deter Crime*

**Release Date**  
**June 17, 2025**

# **KERN COUNTY FENTANYL MISUSE AND OVERDOSE PREVENTION**

*ALPR CAMERAS DETER CRIME*



Fentanyl tablet  
Photo Courtesy of United States Drug Enforcement Agency

## **SUMMARY:**

Kern County is in the throes of a fentanyl epidemic. Fentanyl related deaths have seen a dramatic rise from 2 cases in 2016 to 297 cases in 2023. In 2022, Kern County ranked 8th out of California's 58 counties in per capita fentanyl overdose deaths. This crisis has necessitated a change in thinking on how to battle fentanyl misuse. Kern County established the Kern County Misuse and Overdose Prevention Task Force (Task Force) in July 2024. This Task Force was funded by monies furnished to Kern County by the State and was distributed to several city and county agencies. These agencies were granted funding after proposals they submitted were approved by the Task Force. Agreements with the County were signed prior to funds being allocated. The Task Force seeks to use the latest in technology and out-of-the-box thinking to turn the tide in this campaign. To date, most agencies have made incremental progress towards reaching the goals stated in their proposals.

## **PURPOSE OF INQUIRY:**

The Grand Jury investigated the use of funds allocated to the City of Arvin for the prevention of Fentanyl misuse and overdose control. Pursuant to Penal Code §925, the 2024-2025 Kern County Grand Jury (Grand Jury) has the authority to investigate and report on the operations and management of cities within Kern County.

## **METHODOLOGY:**

The Grand Jury conducted internet research and held interviews with law enforcement officials, Kem County Sheriff's Office, Shafter, Arvin, and Bakersfield Police Departments. Additionally, interviews were conducted with the City of Arvin and Kem County Officials. The Grand Jury also reviewed Kem County Board of Supervisor meetings and minutes along with Arvin City Council meetings, agendas, and minutes via their websites.

## **DISCUSSION OF FACTS:**

- A. The State granted \$10.5 million to Kem County to be allocated among law enforcement, education and medical care providers to combat fentanyl overdose crisis in Kem County.
- B. On July 16, 2024, the Board of Supervisors created the Kem County Fentanyl Misuse and Overdose Prevention Task Force. The County invited cities to apply for funds to be used in their communities.
- C. The money allocated to local law enforcement in Kem County is as follows:

• Kem County Probation Department	\$200,000
• Wasco Police Department	\$250,000
• McFarland Police Department	\$250,000
• Kem County Crime Lab	\$660,000
• Kem County Sheriff's Office	\$700,000
• Delano Police Department	\$700,000
• Arvin Police Department	\$700,000
• Shafter Police Department	\$700,000
- D. The City of Shafter currently has 25 Automated License Plate Readers (ALPR) as of 2024, that are strategically placed around town, and utilized by Kem County jurisdictions to include Wasco, McFarland, Delano, and Bakersfield.
- E. The City of Ridgecrest currently has 24 ALPR, that use technology to aid police in responding to criminal activity.
- F. Bakersfield Police Department purchased 21 ALPR in 2021, and 37 ALPR in 2023. They also utilize drones.
- G. Kem County Sheriff's Office currently has 30 ALPR, and 13 drones.
- H. The City of Delano currently has 25 ALPR. Drones were acquired in 2024.
- I. ALPR update every two hours, keeping information current and viable. Retention of ALPR data is 30 days, then deleted unless saved for criminal investigations.

- J. Participating law enforcement agencies throughout Kern County using the ALPR system can view data from other cities with approval.
- K. The Arvin Police Department (APD) has received \$700,000 in grant funding from the Task Force to participate through prevention, enforcement, and education related to fentanyl misuse. The APD is in the process of acquiring ALPR; however, there is opposition, possibly due to a misunderstanding of data sharing issues.
- L. Acquisition of drones and ALPR was on the January 14, 2025, Arvin City Council Agenda. However, this item was tabled and has not been re-agendized as of this report.
- M. California State law (SB54) restricts the sharing of state and local ALPR data with Immigration and Customs Enforcement (ICE) and other federal agencies.
- N. Per the agreement with the County of Kern, the allocated funds must be used by January 1, 2026.

## **FINDINGS:**

- F1. The APO efforts to purchase ALPR for drug prevention and tracking of criminal activities have been stalemated by the Arvin City Council. This may lead to an increase in drug and criminal related activities in their community due to lack of communication with other law-enforcement agencies.
- F2. The Arvin City Council has not approved the APD's use of the \$700,000 allocated for community education initiatives, as of this report.
- F3. Law-enforcement data has shown that ALPR are helping to find and apprehend drug activity and crime in the state. Adding ALPR in Arvin should generate county-wide enhancement of law enforcement continuity.
- F4. The funds allocated for the acquisition of equipment have not been approved by the Arvin City Council as of the date of this report.

## **RECOMMENDATIONS:**

The 2024-2025 Kern County Grand Jury recommends that:

- R1. By August 31, 2025, the City of Arvin use available methods to educate the public on the Automatic License Plate Readers as a tool that helps prevent drug traffic and criminal activity in the community. (Finding #2)
- R2. By August 31, 2025, the City of Arvin acquire advanced technology to aid in the enhancement of law enforcement methods for apprehension of criminal and drug trafficking activities. (Findings #1, #3 and #4)

- R3. By September 30, 2025, Arvin Police Department use drones and ALPR, as a tool to combat criminal activity. (Finding #3)

## NOTES:

The Arvin City Council 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.kemcounty.com/government/other-agencies/grand-jury>

Present and past Kem County Grand Jury Final Reports and Responses can be accessed on the Kem County website:

[http://www.kemcounty.com / government/other-agencies/grand-jury](http://www.kemcounty.com/government/other-agencies/grand-jury)

## RESPONSE DEADLINE:

- **REQUIRED WITHIN 90 DAYS FROM:**

Arvin City Council  
Findings #1 through #4  
Recommendations #1 through #3

- **REQUIRED WITHIN 60 DAYS FROM:**

Mayor of Arvin  
Findings #1 through #4  
Recommendations #1 through #3

## 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**



# CITY OF ARVIN

**MAYOR**

Olivia Calderon

**MAYOR PRO TEM**

Susana Reyes

**COUNCIL MEMBERS**

Donny Horton

Jaime Perez

**CITY MANAGER**

Jeff Jones

August 15, 2025

**VIA EMAIL**

Foreperson  
Kern County Grand Jury  
1415 Truxtun Avenue, Suite 600  
Bakersfield, CA 93301

Re: Kern County Fentanyl Misuse and Overdose Prevention

Dear Foreperson:

The City of Arvin ("City") received a copy of the Kern County Grand Jury Report entitled "Kern County Fentanyl Misuse and Overdose Prevention: *ALPR Cameras Deter Crime*," on June 12, 2025 ("Report").

The Mayor of the City was asked to respond to Findings #1 through #4 and Recommendations #1 through #3. I, Mayor Olivia Calderón, respond to the Grand Jury's findings and recommendations as follows:

**FINDINGS**

F1. The APD efforts to purchase ALPR for drug prevention and tracking of criminal activities have been stalemated by the Arvin City Council. This may lead to an increase in drug and criminal related activities in their community due to lack of communication with other law-enforcement agencies.

**Response:** I **disagree** with this finding due to insufficient information. The City has considered the purchase of ALPR during the following City Council meetings:

City Council Meeting Date	Staff Report Recommended Action	Motion
November 26, 2024	Item should not be approved and should be considered at an upcoming meeting	Motion to table item was approved by a vote of 4-0
December 10, 2024	Item should not be approved and should be considered at an upcoming meeting	Motion to table item to the January 14, 2025 meeting was approved by a vote of 4-0
January 14, 2025	Item should not be approved and should be considered at an upcoming meeting	Motion to table item to provide the opportunity for the public to obtain further information and have their questions answered at a community meeting to be scheduled in the future by City approved by a vote of 4-0

At each of the aforementioned meetings, City Council was presented with a staff report recommending City Council not approve a resolution authorizing the purchase of a single source two-year subscription of eighteen (18) Flock Safety Falcon Cameras ("Flock Cameras") and related technology from Flock Group, Inc., but consider it at an upcoming meeting.

I began my term as Mayor on December 10, 2024. While staff has presented this item for City Council consideration multiple times, I have only had the opportunity to address the policy and fiscal implications of such a purchase once at the January 14th meeting. At the January 14, 2025 meeting 24 members of the public provided comments. Eleven members were against the purchase of Flock Cameras, nine were in favor and four provided suggestions and concerns. I agreed to table the purchase of Flock Cameras to provide the opportunity for the public to obtain *further* information and have their questions answered at an additional town hall meeting. The City is working diligently to set an additional town hall meeting in compliance with the current City Council's direction.

Moreover, I have not received data from City staff to illustrate how lack of Flock Cameras within the City may lead to an increase in drug and criminal related activities in the community due to lack of communication with other law-enforcement agencies.

F2. The Arvin City Council has not approved the APD's use of the \$700,000 allocated for community education initiatives, as of this report.

Response: I **partially agree** with this finding. The City entered into an Agreement with Kern County entitled *Kern County Fentanyl Misuse and Overdose Prevention Task Force Fund Allocation Disbursement Agreement*, on July 16, 2024 ("Agreement"). A copy of the Agreement is attached hereto for ease of reference. The Agreement provides the City with discretion over the categorical allocation and expenditure of one-time funds ("Funds") provided within the scope of services detailed in Exhibit A. The scope of services provides an *estimated* allocation, not a *mandatory* allocation. Therefore, while the City Council has not approved any community education initiatives as of the date of the Report, for clarification, it is important to note that the City Council may add more or less funding to the estimated allocation of \$70,000 for community education incentives.

The City Council has not been presented with a community education incentive item that would authorize expenditure of Funds in compliance with the Agreement. However, I understand City staff is working on providing such an item in the near future.

F3. Law-enforcement data has shown that ALPR are helping to find and apprehend drug activity and crime in the state. Adding ALPR in Arvin should generate county-wide enhancement of law enforcement continuity.

Response: I **disagree** with this finding due to insufficient information. While there are sources that show ALPR helps to find and apprehend drug activity, there are also sources that highlight issues with ALPR. The City intends to adequately review all information prior to considering ALPR resources beyond what is already included in APD vehicles.

F4. The funds allocated for the acquisition of equipment have not been approved by the Arvin City Council as of the date of this report.

Response: I **partially agree** with this finding. As mentioned in the response to Finding No. 2 above, the City Council has not approved the acquisition of equipment pursuant to the terms of the Agreement, nor has City Council been presented with an item recommending approval of such. The City intends to comply with all obligations as outlined Agreement, including the consideration of allocating Funds to training and equipment the combat criminal and drug trafficking activities.

## RECOMMENDATIONS

R1. By August 31, 2025, the City of Arvin use available methods to educate the public on the Automatic License Plate Readers as a tool that helps prevent drug traffic and criminal activity in the community. (Finding #2)

Response: This recommendation **has been implemented**. City held a Town Hall meeting on January 9, 2025 to address community privacy concerns and explain the benefits of a two-year subscription for 18 Flock cameras. This was held in response to public comment provided



to the Council at both the November 24, 2024 Special Meeting and the December 10, 2024 Regular Meeting. Further discussion and concerns were raised at the January 14, 2025 meeting. These additional concerns prompted City Council to provide staff with direction to hold another Town Hall meeting to respond to questions of the community in relation to Flock Cameras.

Again, the City Council has not received information from staff that responds to the questions raised at the January 14<sup>th</sup> meeting. City staff is diligently conducting research and preparing a presentation be provided to the community at an additional Town Hall meeting. However, this meeting will be held as soon as reasonably practicable, not by August 31<sup>st</sup>.

R2. By August 31, 2025, the City of Arvin acquire advanced technology to aid in the enhancement of law enforcement methods for apprehension of criminal and drug trafficking activities. (Findings #1, #3 and #4)

Response: This recommendation **will not be implemented** until the City Council as a whole is able to consider the acquisition of Flock Cameras or other technology for the apprehension of criminal and drug trafficking activities in compliance with the Agreement. However, in my capacity as Mayor, I will work with the City Manager to ensure the City Council is provided information on all types of technology that combats criminal and drug trafficking activities as soon as possible.

R3. By September 30, 2025, Arvin Police Department use drones and ALPR, as a tool to combat criminal activity. (Finding #3)

Response: This recommendation **will not be implemented** until the City Council as a whole is able to consider the acquisition of drones and ALPR pursuant to the terms of the Agreement. Again, staff is diligently working to gather all information necessary to analyze the effect of drones and ALPR as a tool to combat criminal activity.

I appreciate the opportunity to provide written responses to the Kern County Civil Grand Jury Report "Kern County Fentanyl Misuse and Overdose Prevention." Should the Grand Jury require any additional information, please contact me directly at [oliviacalderon@arvin.org](mailto:oliviacalderon@arvin.org).

Sincerely,



Olivia Calderón  
Mayor of the City of Arvin

cc: City Council of the City of Arvin  
Jeffery Jones, City Manager  
Stephanie Gutierrez, City Attorney - Burke, Williams & Sorensen, LLP

Kern County

Agt. # 409-2024

**Kern County Fentanyl Misuse and Overdose Prevention Task Force Fund  
Allocation Disbursement Agreement  
County of Kern – Arvin City Police Department**

CITY OF ARVIN  
CITY CLERK'S OFFICE  
AGMT NO 2024-23

This Allocation Disbursement Agreement is made and entered into on July 16 2024 by and between the County of Kern, a political subdivision of the State of California (hereinafter "**County**") and the Arvin Police Department through the City of Arvin, a California municipal corporation (hereinafter "**Agency**"). County and Agency are referred to individually as "**Party**" and collectively as "**Parties**."

WITNESSETH:

WHEREAS:

- a) The County of Kern is the recipient of an allocation from the State of California under Assembly Bill Number 33 of 2023 – Fentanyl Misuse and Overdose Prevention Task Force ("Assembly Bill"), introduced by Assembly Member Bains, for Agency to provide various duties relating to fentanyl misuse, including, among others, collecting and organizing data on the nature and extent of fentanyl misuse in California, identification and assessment of sources and drivers of legal and illicit fentanyl and xylazine activity in California, and evaluating approaches to increase public awareness of fentanyl misuse, develop methods to strengthen state and local efforts to prevent fentanyl misuse, review and recommend model treatment protocols for medication-assisted treatment (MAT) of fentanyl misuse;
- b) County desired to engage Agency in accordance with the proposal(s) submitted to Assembly Member Bains, attached within Exhibit A of this agreement, and approved by Assembly Member Bains.
- c) Agency is a local law enforcement agency within the county and desires to utilize allocation dollars for the purposes of participating in the Fentanyl Misuse and Overdose Prevention Task Force ("Task Force") activities and associated responsibilities including, but not limited to, regular meetings and reporting as determined by the Task Force; and
- d) Agency has submitted a project proposal to be considered for an allocation of this funding which has been reviewed and approved by Assemblymember Bains for the purposes of preventing, enforcing, and education related to fentanyl and xylazine misuse.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, County and Agency agree as follows:

1. **County's Obligation.** County will make an allocation in the maximum amount of seven hundred thousand dollars (\$700,000) to the Agency subject to the terms and conditions set forth herein.
2. **Purpose.** Agency will utilize the funds for the purposes of preventing, enforcing, and treating fentanyl misuse as described within "Exhibit A" of this agreement.
3. **Deposit of Funds.** Agency shall deposit allocation dollars in a special account designated Fentanyl Misuse and Overdose Prevention Task Force Fund, separate and apart from all other accounts, which shall reflect all receipts and expenditures of funds allocated by County only.
4. **Term.** Agency shall utilize such funding during a period from the date of this Agreement through January 1, 2026.

5. **Disbursement of Allocation dollars.** Funds will be disbursed entirely at the beginning of the term. Agency shall provide accurate records of all its costs, disbursements and receipts for the funds used under this Agreement.
6. **Non-appropriation.** County reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, County will be released from any further financial obligation to Agency, except for services performed prior to the date of termination. Recipient will be given thirty (30) days written notice in the event that such action is required by County.
7. **Assignment.** Agency shall not assign, transfer, or encumber this Agreement, or any part, and Agency shall not assign any monies due or which become due to Agency under this Agreement, without the prior written consent of the County.
8. **Audit, Inspection and Retention of Records.** Agency shall maintain and make available to County accurate books and records relative to the Services under this Agreement. Agency shall permit County to audit, examine, and make excerpts and transcripts from its records and to conduct audits of all invoices, materials, records of personnel, or other data related to the Services under this Agreement. Agency shall maintain its data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights as County.
9. **Authority to Bind County.** It is understood that Agency, in Agency's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.
10. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the 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. This Agreement is the product of negotiation and both Parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
11. **Choice of Law/Venue.** The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered 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.
12. **Compliance with Law.** Agency 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 are hereby made a part hereof and incorporated herein by reference.
13. **Compliance with Applicable Law.** Agency shall observe and comply with all applicable local, state, and federal laws, ordinances, rules, and regulations now in effect or later enacted ("Applicable Law"), each of which is made a part of this Agreement.
14. **Confidentiality.** Agency shall not, without the prior written consent of the County, communicate confidential information, designated in writing or identified in this Agreement as confidential, to any third party and shall protect confidential information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this Section shall continue to survive.

**15. Conflict of Interest.**

- a. **Financial Conflicts of Interest.** Agency has read and is aware of the provisions of Government Code Section 1090 et seq. and Section 87100 et seq. relating to conflict of interest of public officers and employees. Agency acknowledges that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice. Agency shall comply with the requirements of Government Code Section 1090 et seq. and 87100 et seq. during the Term.
- b. **Organizational Conflicts of Interest.** Agency represents, to the best of its knowledge, that neither Agency nor any Agency Representative presently has any consulting or contractual arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the Services. Neither Agency nor any Agency Representative shall enter into any contractual arrangement that would give rise to any potential organizational conflict of interest, without first obtaining County's prior written approval before entering into the contractual arrangement. If any organizational conflict of interest is discovered by Agency relating to this Agreement, Agency shall immediately notify County, and attempt to present a suitable mitigation plan. County may, at its sole discretion, terminate this Agreement in the event that Agency has any actual or potential organizational conflict of interest. As used in this Section 14.b, "organizational conflict of interest" means any relationship whereby Agency has present or planned interests related to the Services which (i) may diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (ii) may result in Agency or any Agency Representative being given an unfair advantage.

**16. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

**17. Enforcement of Remedies.** No right or remedy conferred on or reserved to a Party is exclusive of any other right or remedy under law, equity or statute, but each shall be cumulative of every other right or remedy now or in the future existing under law, equity or statute, and may be enforced concurrently or from time to time.

**18. Indemnification.**

a. **General.**

County is the recipient of funds from the State of California, under Number 33 of 2023 – Fentanyl Misuse and Overdose Prevention Task Force, introduced by Assembly Member Bains, in the amount of \$700,000 to the County of Kern for Agency to provide various duties relating to fentanyl misuse, including, among others, collecting and organizing data on the nature and extent of fentanyl misuse in California, identification and assessment of sources and drivers of legal and illicit fentanyl and xylazine activity in California, and evaluating approaches to increase public awareness of fentanyl misuse, develop methods to strengthen state and local efforts to prevent fentanyl misuse, review and recommend model treatment protocols for medication-assisted treatment (MAT) of fentanyl misuse.

Agency shall defend, indemnify, and hold harmless County and County's board members, elected and appointed officials, officers, employees, agents, volunteers

and authorized representatives ("County Indemnified Parties") from any losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments and costs, including attorneys' fees of County Counsel and outside counsel retained by County, expert fees, costs of staff time, and investigation costs ("Claims") which arise out of or relate to any act or omission of Agency or Agency's officers, employees, agents and subcontractors of any tier hired by Agency to perform the Services ("Agency Representatives"). This indemnification obligation shall include bodily and personal injury or death to any person; damage to any property, regardless of where located, including the property of County; and any workers' compensation Claim arising from or relating to the Services. Agency shall defend any Claim with counsel of Agency's choice, subject to County's written approval, and at Agency's sole cost.

- b. **Immigration Reform and Control Act.** Agency acknowledges that Agency and Agency Representatives are aware of and understand the Immigration Reform and Control Act ("IRCA"). Agency is and shall remain in compliance with the IRCA and shall ensure that any Agency Representatives are and shall remain in compliance with the IRCA. In addition, Agency shall defend, indemnify and hold harmless County and County Indemnified Parties from any Claims which arise out of or relate to any allegations that Agency or Agency Representatives are not authorized to work in the United States and/or any other allegations based upon alleged IRCA violations committed by Agency or Agency Representatives. Agency shall defend any Claim with counsel of Agency's choice, subject to County's written approval, and at Agency's sole cost.
- c. **Infringement Claim.** If any Claim is asserted or action or proceeding brought against County or County Indemnified Parties which alleges that all or any part of the Services in the form supplied by Agency or County's use, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, County shall give Agency prompt written notice. Agency shall defend and indemnify County and County Indemnified Parties from any Claims, including costs incurred by County in order to avoid entry of any default judgment or other waiver of County's rights. Agency shall defend any claim with counsel of Agency's choice, subject to County's written approval, and at Agency's sole cost. County shall cooperate fully with and may monitor Agency in the defense of any Claim and shall make employees available as Agency may reasonably request with regard to the defense, subject to reimbursement by Agency of all costs incurred by County's cooperation in the defense.
- d. **Remedy of Infringement Claim.** If the Services are, in Agency's opinion, likely to become or do become the subject of a claim of infringement or misappropriation of a United States or foreign patent, copyright, trade secret or other proprietary right, or if a temporary restraining order or other injunctive relief is entered against the use of part or all of the Services, Agency shall within 90 days:
  - i. **Replace.** Promptly replace the Services with compatible, functionally equivalent, and non-infringing services;
  - ii. **Modify.** Promptly modify the Services to make them non-infringing without materially impairing County's ability to use the Services as intended;
  - iii. **Procure Rights.** Promptly procure the right of County to continue using the Services; or
  - iv. **Refund.** As a last resort, if none of these alternatives is reasonably available to Agency, and County is enjoined or otherwise precluded legally

from using the Services, Agency shall, within 120 days of the judgment or other court action, promptly refund to County all fees and costs paid for the Services, and this Agreement shall terminate. All licensed products shall be disposed of as ordered by the governing court at the sole cost of Agency or as determined by County if the court does not so direct.

- e. **Modification of Services.** This indemnification does not extend to modifications or additions to the Services made by County or any third party without the prior written consent of Agency, or to any unauthorized use of the Services by County.
- f. **Survival of Indemnification Obligations.** Upon completion of this Agreement, the provisions of this Section 17 shall survive.

19. **Insurance.** Agency, in order to protect County and County Indemnified Parties against Claims as a result of the performance of Agency's obligations, as required in this Agreement, shall secure and maintain the following insurance. Agency shall not perform any Services until Agency has obtained all insurance required under this Section 9 and the required certificates of insurance and all required endorsements have been filed with County's authorized insurance representative ("Authorized Insurance Representative"). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of these insurance requirements. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Agency shall supply proof that the designated person is an authorized representative, and is authorized to bind the named underwriter(s) and their company to the stated coverage, limits and termination provisions. Agency shall promptly deliver to Authorized Insurance Representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the Term. The certificates and endorsements shall be delivered to Authorized Insurance Representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium if so requested. Agency shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any Claim by Agency or County as an additional insured.

- a. **Workers' Compensation and Employer's Liability Insurance Requirement.** If Agency has employees who may perform any Services under this Agreement, Agency shall submit written proof that Agency is insured against liability for workers' compensation in accordance with the provisions of California Labor Code Section 3700. Agency shall require any Agency Representatives to provide workers' compensation for any of the Agency Representative's employees, unless the employees are covered by the insurance carried by Agency. If any class of employees engaged in Services is not covered by California Labor Code Section 3700, Agency shall provide and/or require each Agency Representative to provide adequate insurance for the coverage of employees not otherwise covered. Agency shall also maintain employer's liability insurance with limits of \$1,000,000 for bodily injury or disease.

b. **Liability Insurance Requirements.**

- i. **Types of Liability Insurance.** Agency shall maintain in full force and effect, during the Term, the following types of liability insurance:

- 1. **Commercial General Liability Insurance**, including Contractual Liability Insurance (specifically covering the indemnification provisions of this Agreement), Products-Completed Operations

Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Agency's performance of the Services. The Commercial General Liability insurance shall contain no exclusions or limitations for Agency Representatives working on the behalf of the named insured. Agency shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by Applicable Law following termination of this Agreement. The amount of the insurance coverage required by this Agreement shall be the policy limits, which shall be no less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

2. **Automobile Liability Insurance**, against claims of Personal Injury (including bodily injury and death) and Property Damage covering any owned, leased, hired and non-owned vehicles used in the performance of the Services with insurance coverage equal to the policy limits, which shall be no less than one million dollars (\$1,000,000) each occurrence.

3. **Professional Liability** (Errors and Omissions) Insurance, for liability arising out of or related to the performance of the Services, with insurance coverage equal to the policy limits, which shall be no less than one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

ii. **Endorsements.** The Commercial General Liability and Automobile Liability Insurance required in this Section 9 shall include an endorsement naming County and County Indemnified Parties as additional insureds for liability arising out of this Agreement and any related operations. The endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

iii. **Claims-Made Insurance.** If any of the insurance coverages required under this Agreement is written on a claims-made basis, Agency, at Agency's option, shall either (i) maintain the coverage for at least three years following the termination of this Agreement with coverage extending back to the Effective Date; (ii) purchase an extended reporting period of not less than three years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. **Insurance Companies.** All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved in writing by the County Risk Manager.

d. **Self-Insurance.** If Agency is, or becomes during the Term, self-insured or a member of a self-insurance pool, Agency shall provide coverage equivalent to the required insurance coverages and endorsements. County will not accept the coverages unless the County Risk Manager determines, in its sole discretion and by written acceptance, that the coverages proposed to be provided by Agency are equivalent to the required coverages. Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved in writing by the County Risk Manager.

- e. **Primary Insurance; Waiver of Subrogation.** All insurance carried by Agency shall be primary to and not contributing to any insurance or self-insurance maintained by County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against County.
  - f. **Insurance Does Not Replace Indemnification.** Maintenance of the insurance coverages in the minimum specified amounts shall not be construed to relieve Agency for any liability, whether within, outside, or in excess of the coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude County from taking other actions as are available to it under this Agreement or under Applicable Law.
  - g. **Failure to Maintain Insurance.** Failure by Agency to maintain all insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Agency. County, at its sole option, may terminate this Agreement and obtain damages from Agency resulting from the breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Agency, County shall deduct from sums due to Agency any premiums and associated costs advanced or paid by County for the insurance. If the balance of monies owed to Agency under this Agreement is insufficient to reimburse County for the premiums and any associated costs, Agency shall reimburse County for the premiums and pay for all costs associated with the purchase of the insurance. Any failure by County to take this alternative action shall not relieve Agency of its obligation to obtain and maintain the insurance coverages required by this Agreement.
  - h. **Cancellation of Insurance.** The insurance coverages required to be maintained by Agency shall be maintained until the completion of all of the Services except as otherwise stated in this Agreement. Each insurance policy supplied by Agency shall not be terminated, suspended, voided, canceled, non-renewed or reduced in coverage or in limits except after 10 days prior written notice to Agency in the case of non-payment of premiums, or 30 days prior written notice in all other cases. This notice requirement does not waive these insurance requirements. Agency shall immediately obtain replacement coverage for any insurance policy that is terminated, suspended, voided, canceled, reduced in coverage, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
20. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.
21. **Negation of Partnership.** In the performance of all services under this Agreement, Agency shall be, and acknowledges that Agency is, in fact and law, the recipient of a allocation and not an agent or employee of County. Agency has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this Agreement. Agency retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Agency in the provision of services under this Agreement. With respect to Agency's employees, if any, Agency shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.
22. **Non-Collusion Covenant.** Agency represents and agrees that (i) it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of



this Agreement with County and (ii) it has received from County no incentive or special payments and no considerations not related to the provision of the Services.

23. **Nondiscrimination.** Neither Agency, nor any Agency Representative, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or any other classification protected by Applicable Law, either directly, indirectly or through contractual or other arrangements.
24. **Non-waiver.** No term, covenant or condition of this Agreement can be waived except by the prior written consent of County. Forbearance or indulgence by County shall not constitute a waiver of the covenant or condition to be performed by Agency. County shall be entitled to invoke any remedy available to County under this Agreement or by Applicable Law despite the forbearance or indulgence.
25. **Notices.** All notices under this Agreement shall be provided to Kern County at the address indicated in the opening section of this Agreement and to the Agency and Responsible County Department at the addresses shown below. Delivery shall be by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified above. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices under this Agreement by leaving the notice with the receptionist or other person of like capacity employed in Agency's office, or the receptionist for the Kern County General Services Department.

Responsible County Department

Fentanyl Prevention, Education, and Treatment Fund  
County Administrative Office  
Kern County Administrative Center  
1115 Truxtun Avenue, Fifth Floor  
Bakersfield, CA 93301

Arvin City Police Department

Attn: Chief of Police  
200 Campus Drive  
Arvin, CA 93203

With Copy to: Hodges Law Group  
Attn: Nathan M. Hodges  
1925 G Street  
Bakersfield, CA 93301

26. **Ownership of Documents.** All reports, documents, and other items generated or gathered in the course of providing the Services are and shall remain the property of County, and shall be returned to County upon full completion of the Services or termination of this Agreement, whichever first occurs. Notwithstanding the foregoing, all reports, documents, or other items generated based on an employer-employee relationship between Agency and any person employed by Agency to carry out the Services, shall not be subject to this paragraph. All such employment-related documents shall remain the property of Agency and County shall have no right to review or obtain such confidential personnel records without first obtaining a court order.
27. **Representations.** Agency makes the following representations, which the Parties agree are material to and form a part of the inducement for this Agreement:
- a. **Expertise and Staff.** Agency has the expertise, support staff, and facilities necessary to provide the Services; and

- b. **No Adverse Interests.** Agency does not have any actual or potential interests adverse to County, nor does Agency represent a person or firm with an interest adverse to County relating to the subject of this Agreement; and
  - c. **Timeliness.** Agency shall diligently provide the Services in a timely and professional manner in accordance with the terms and conditions in this Agreement.
- 28. **Severability.** If any term, covenant or condition in, or provision of, this Agreement is determined by a court to be in conflict with any Applicable Law, or otherwise be unenforceable or ineffectual, the validity of the remaining terms or provisions shall be deemed severable and shall not be affected, provided that the remaining terms or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into on the Effective Date.
- 29. **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.
- 30. **Sole Agreement.** This Agreement, including Exhibits, contains the entire agreement of the Parties relating to the Services, rights, and obligations and terms, covenants and conditions contained in this Agreement and assumed by the Parties. No inducements, representations or promises have been made, other than those stated in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.
- 31. **Termination.** Subject to Paragraph 6, which requires thirty (30) day notice for termination for a failure to obtain appropriations, the County may at its election, without cause, terminate this Agreement by written notice for any other reason ("Notice of Termination"). The Notice of Termination shall be deemed effective 15 days after personal delivery, or 20 days after mailing by U.S. Mail, postage prepaid, registered or certified mail, addressed as provided in Section 23. In addition, either Party may immediately terminate this Agreement if the other Party fails to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the Party initiating the termination. In the event this Agreement is terminated by either Agency or the County, Agency shall submit to the Responsible County Department all files, memoranda, documents, correspondence and other items generated in the course of performing the Services, within 15 days after the effective date of the Notice of Termination. If either Party terminates this Agreement as provided in this Section 13, County shall pay Agency for all satisfactory Services rendered by Agency prior to the effective date of Notice of Termination in an amount not to exceed the maximum dollar amount shown in Section 1.
- 32. **Time of Essence.** Time is expressly declared to be of the essence of this Agreement and of each provision, and each provision is declared to be a material, necessary and essential part of this Agreement.
- 33. **Waiver of Claims.** Agency waives all claims and recourse against County, including the right to retribution for any loss or damage arising from, growing out of, or in any way connected with or incident to this Agreement.
- 34. **No Third Party Beneficiaries.** The Parties understand and agree that the enforcement of the terms, covenants and conditions and all rights of action relating to enforcement, shall be strictly reserved to County and Agency. Nothing contained in this Agreement shall give or allow any claim or right of action by any other third person. It is the express intention of County and Agency that any person or entity, other than County or Agency, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.


35. **Gender/Plural.** References to feminine, masculine or neutral include the other, and references to the singular or plural include the other.
36. **Recitals.** Each of the recitals is incorporated in this Agreement, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.
37. **Political/Religious Activity.** No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office. Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this contract.


[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS TO THE FOREGOING, the parties have executed this Agreement as of the day and year first written above.

County of Kern:

Agency:

  
Chairman, Board of Supervisors  
"County"  
JUL 16 2024


  
City Manager, City of Arvin  
"City"

  
Arvin City Police Department  
"Agency"

Approved as to Form:

Approved as to Form:

  
County Counsel

  
City Attorney

Approved as to Content:

Countersigned:

  
County Administrative Officer

  
Finance Director

## **Exhibit A**

### **County of Kern - Arvin City Police Department**

**Project Title:** Fentanyl Misuse and Overdose Prevention Task Force Fund

**Funding:** \$700,000

**Project Objective:**

The objective of this project is to concentrate efforts on drug suppression in partnership with local, state, and federal law enforcement agencies, specifically targeting fentanyl related investigations, community education initiatives, and data gathering. The funding will be utilized to establish and sustain a dedicated Special Detective Unit (SDU) and Specialized Crime Analyst (SCA).

**Scope of Services:**

The Agency will have discretion over the categorical allocation and expenditure of one-time funds provided under this agreement, within the scope of services defined herein and detailed below:

**1. Personnel Costs**

Estimated Allocation: \$490,000

Purpose: Recruitment and salary for one specialized detective and one crime analyst with expertise in drug suppression and fentanyl investigations.

**2. Training and Equipment**

Estimated Allocation: \$105,000

Purpose: Specialized training programs and equipment for detectives, as well as the acquisition of state-of-the-art equipment for effective drug detection and investigations.

**3. Community Education Initiatives**

Estimated Allocation: \$70,000

Purpose: Development and implementation of educational programs to raise awareness about the dangers of drug abuse, particularly fentanyl. Outreach campaigns to engage with schools, community centers, and local organizations.

**4. Operational Expenses**

Estimated Allocation: \$35,000

Purpose: Administrative costs essential for the support and operation of the Special Detective Unit.

**Deliverables:**

1. Recruitment and hiring of one crime analyst and one dedicated detective specializing in fentanyl detection, investigation, and interdiction.
2. Collaboration with the Task Force, law enforcement agencies, public health officials, and community organizations in the formulation of a comprehensive strategy designed to tackle the multifaceted dimensions inherent in the fentanyl crisis.
3. Collection and analysis of data concerning fentanyl distribution, patterns of use, and correlated criminal activities. Development of predictive modeling, forecasting future trends in drug-related activities.
4. Development and implementation of community education and outreach events in collaboration with the Task Force. Facilitation of educational initiatives within elementary and high schools in and around the City of Arvin.

**Performance Measurement:**

Seizures: Number and quantity of fentanyl and xylazine seizures made by the Agency.

Interdiction: Number of fentanyl and xylazine shipments intercepted or prevented from entering the community.

Targeted disruption or elimination: Number of investigations resulting in disruption or dismantlement of targeted organizations.

Arrests: Number of arrests made related to the trafficking and possession of fentanyl and xylazine made by the Agency.

Community Engagement and Education: Number of community members and students engaged through education initiatives and outreach events.

**Project Duration:**

The project is scheduled to commence upon approval of funding and is expected to achieve significant milestones within the first 12 months of implementation.