CITY OF AVENAL

"Pistachio Capital of the World®"

REGULAR CITY COUNCIL/SUCCESSOR AGENCY/PFA MEETING

May 14, 2026; 5:15 P.M.

AVENAL THEATER & EVENT CENTER, 233 E. KINGS ST., AVENAL, CA

Study Session: 4:15pm - Fire Department Deployment Presentation – Chief McAfee

LAST ORDINANCE: 2026-05 **CITY LAST RESOLUTION: 2026-27**

(SA) LAST RESOLUTION: 2026-01 **PFA LAST RESOLUTION: 2025-02**

AGENDA

1. **CALL TO ORDER & PLEDGE OF ALLEGIANCE**:

2. **ROLL CALL**: Councilmembers: Ricardo Verdugo, David Reynosa, Pablo Hernandez, Mayor Pro Tem, M. Leticia Gamez; Mayor, Alvaro Preciado.

   CITY CLERK:
   Government Code Section 54952.3: Members of the City Council/Successor Agency are entitled to receive a total of $450.00 per month due to their serving on the City Council. They receive no other compensation for serving as members of the Successor Agency.

3. **PUBLIC COMMENT/ANNOUNCEMENTS & UNSCHEDULED APPEARANCES**:
   This time is reserved for members of the audience to address the City Council on items of interest that are both on the Agenda or not on the Agenda, and are within the subject matter jurisdiction of the City Council/Successor Agency. State Law prohibits any member of the Council from commenting or acting on matters not on the agenda. The Council asks that you keep your comments concise and respectful. Criticism, concerns, or support are welcome, provided they are expressed with appropriate courtesy. Each speaker will be allowed three minutes. A timer will notify you when your time is expired. Please begin your comments by stating your name and place of residence.

   New Employee Introductions: ***Fabian Morales*** **– Assistant Fire Chief**
   Alonzo Gutierrez **– Fire Captain**

4. **CONSENT CALENDAR:**
   All items listed under the consent calendar are routine or for approval only and are enacted by one motion: (Action).
   A. Consider City of Avenal/Successor Agency's Approval of Minutes for April 23, 2026 Regular Meeting.

5. **MAYOR & COUNCIL MEMBER/ SUCCESSOR AGENCY/ ITEMS FOR CONSIDERATION:**
   A. Consider Extension of the Kings County Abandoned Vehicle Abatement Program Service Fee (**Resolution 2026-28**).

6. **ACTIVITY REPORTS/SPECIAL PRESENTATIONS & COMMITTEE REPORTS:**
   A. Activity Reports:
      1. Public Works/Code Enforcement/Animal Control Departments Activity Report: Scott Davis, Public Works Director.
         a. City Engineer's Activity Report: Diego Corvera –A&M Consulting Engineers
      2. IT Department Activity Report: Humberto Bermudez, IT Director.
      3. PARCS Department Activity Report: Anna Lara, PARCS Director, Anna Lara.
      4. Fire Department Activity Report: Jacob S. McAfee, Fire Chief

7. **PUBLIC HEARING(s):**
   Joint Hearing of the City of Avenal Successor Agency RDA Trust Obligations Fund/Public Finance Authority:
   A. General Plan Amendment 2026-01 and related Environment Finding for adoption of the 2024-2032 Housing Element Update:
      a. Staff Report
      b. Public Hearing
      c. Resolution/Approval

   B. Zone Text Amendment 2026-01, Parking Lots within Community Commercial (CC) Zone Districts:
      a. Staff Report
      b. Public Hearing
      c. Resolution/Approval

8. OLD BUSINESS:

A. None.

9. NEW BUSINESS:

A. Approval of Instructional Services Agreement (ISA) with Fresno City College Chief McAfee, (Discussion/Action) **Resolution 2026-31.**

B. Review, Ratify, & Approve Activities to Start the Avenal Fire Department and proposed FY 2025/2026 & 20FY 2026/2027 Fire Department Budget: Chief McAfee, (Discussion/Action) **Resolutions 2026-32;33.**

10. CLOSED SESSION: (City/Successor Agency):

A. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning: Conference with legal counsel EXISTING LITIGATION (Government Code § 54956.9(d)(1)).

Parties, case/claim no: *City of Avenal v. Lupe Villa, County of Kings, et al.,*
(Kings County Superior Court, **Case No. 26CU0106**)

B. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning: Conference with legal counsel EXISTING LITIGATION (Government Code § 54956.9(d)(1)).

Parties, case/claim no: *County of Kings DA, v. City of Avenal*
(Kings County Superior Court, **Case No. 25CU0549**)

C. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning: Conference with legal counsel EXISTING LITIGATION (Government Code § 54956.9(d)(1)).

Parties, case/claim no: *City of Avenal v. County of Kings, John Chamberlin, et al.,*
(Kings County Superior Court, **Case No. 26CU0138**)

D. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning: Conference with legal counsel EXISTING LITIGATION (Government Code § 54956.9(d)(1)).

Parties, case/claim no: *Center for Biological Diversity et al. v. United States Bureau of Reclamation, et al.*
(United States District Court, **Case No. 1:20-cv-007606-DAD-EPG**).

E. PENDING LITIGATION (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning: Conference with legal counsel EXISTING LITIGATION (Government Code § 54956.9(d)(1)).

Parties, case/claim no: Ross Family Properties, LLC, v. City of Avenal

11. CORRESPONDENCE/ANNOUNCEMENTS/CLOSING COMMENTS:

Any Council member may request an item be placed on a future agenda, provided that a simple majority also support adding said item. Discussion or action on any item not on the current agenda is strictly prohibited. Closing comments are intended for Council members to report attendance of any special events and pertinent information back to the public.

- Upcoming/Future Agenda Items to Consider.
- Correspondence/Announcements/Information/Closing Comments.

12. ADJOURNMENT:

1) In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office (559) 386-5766. Avenal Theater & Event Center, 233 East Kings Street Avenal, CA 93204. Notification 48 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility to this meeting [28 CFR 35.02.35.1044 AA Title II].
2) Materials related to an item on this Agenda submitted to the [Council/ Authority] after distribution of the agenda packet are available for public inspection in the [City Clerks] office at 919 Skyline Blvd., Avenal, CA 93204 during normal business hours.

I certify this Agenda of the City of Avenal City Council workshop is to be posted at the following locations: 1) City Council Chambers, Avenal Theater 233 E. Kings St.; 2) City Hall, 919 Skyline Blvd.; 3) Aftermath Gym, 600 Skyline Blvd.; and 4) T&T Market, 801 Skyline Blvd. Avenal CA 93204 on, May 11, 2026.

/s/ Maria Ortiz
Maria Ortiz, City Clerk

CIUDAD DE AVENAL
"Capital® Mundial del Pistacho"
REUNIÓN REGULAR DEL AYUNTAMIENTO/AGENCIA SUCESORA/PFA 14 de mayo de 2026; 4:15
AVENAL THEATER & EVENT CENTER, 233 E. KINGS ST., AVENAL, CA

Sesión de estudio : 4:15 - Presentación de despliegue del Departamento de Bomberos – Jefe McAfee

ÚLTIMA ORDENANZA: 2026-05 **ÚLTIMA RESOLUCIÓN DE LA CIUDAD: 2026-27**
(SA) ÚLTIMA RESOLUCIÓN: 2026-01 **ÚLTIMA RESOLUCIÓN DE LA PFA: 2025-02**

AGENDA

1. **LLAMADA AL ORDEN Y COMPROMISO DE LEIDAD**:

2. **LISTA**: Concejales: Ricardo Verdugo, David Reynosa, Pablo Hernández, Alcalde Interino, M. Leticia Gamez; Alcalde, Álvaro Preciado.

   SECRETARIO MUNICIPAL:
   Código de Gobierno Sección 54952.3: Los miembros del Ayuntamiento/Agencia Sucesora tienen derecho a recibir un total de 450,00 dólares al mes debido a su servicio en el Ayuntamiento. No reciben ninguna otra compensación por servir como miembros de la Agencia Sucesora.

3. **COMENTARIOS PÚBLICOS/ANUNCIOS Y APARICIONES NO PROGRAMADAS**:
   Este tiempo está reservado para que los miembros del público se dirijan al Ayuntamiento sobre asuntos de interés que estén o no en la agenda y que estén dentro de la jurisdicción del Ayuntamiento/Agencia Sucesora. La ley estatal prohíbe que cualquier miembro del Consejo comente o actúe sobre asuntos que no estén en el orden del día. El Consejo pide que mantengas tus comentarios concisos y respetuosos. Se aceptan críticas, preocupaciones o apoyo, siempre que se expresen con la cortesía adecuada. Cada ponente tendrá tres minutos. Un temporizador te notificará cuando tu tiempo haya expirado. Por favor, comiencen sus comentarios indicando su nombre y lugar de residencia.
   Presentaciones de nuevos empleados: ***Fabian Morales*** **– Subjefe de Bomberos**
   Alonzo Gutiérrez **– Capitán de bomberos**

4. **CALENDARIO DE CONSENTIMIENTO:**
   Todos los ítems listados en el calendario de consentimiento son rutinarios o solo para aprobación y se promulgan mediante una sola moción: (Acción).
   A. Considere la aprobación de actas por parte de la Ciudad de Avenal/Agencia Sucesora para la reunión ordinaria del 23 de abril de 2026.

5. **ALCALDE Y CONCEJAL/ AGENCIA SUCESORA/ PUNTOS A CONSIDERAR:**
   A. Considere la prórroga del programa de reducción de vehículos abandonados del condado de Kings (**Resolución 2026-28**).

6. **INFORMES DE ACTIVIDADES/PRESENTACIONES ESPECIALES E INFORMES DE COMITÉS:**
   A. Informes de actividad:
      1. Informe de actividad de Obras Públicas/Cumplimiento del Código/Control de Animales: Scott Davis,
         Director de Obras Públicas.
         a. Informe de actividad de City Engineer: Diego Corvera –A&M Consulting Engineers
      2. Informe de actividad del Departamento de TI: Humberto Bermudez, Director de TI.
      3. Informe de actividad del Departamento PARCS: Anna Lara, Directora de PARCS, Anna Lara.
      4. Informe de actividad del Departamento de Bomberos: Jacob S. McAfee, Jefe de Bomberos

7. **AUDIENCIA(ES) PÚBLICA(s):**
   Audiencia conjunta del Fondo de Obligaciones Fiduciarias de la RDA/Autoridad de Finanzas Públicas de la Agencia Sucesora de la Ciudad de Avenal:
   A. Enmienda del Plan General 2026-01 y Conclusiones Ambientales relacionadas para la adopción de la Actualización del Elemento de Vivienda 2024-2032:
      a. Informe del personal
      b. Audiencia pública
      c. Resolución/Aprobación

   B. Enmienda de Texto de Zona 2026-01, Aparcamientos dentro de los distritos de zona Comercial Comunitario (CC):

a. Informe del personal
b. Audiencia pública
c. Resolución/Aprobación

8. ASUNTOS ANTIGUOS:

A. Ninguna.

9. NUEVOS NEGOCIOS:

A. Aprobación del Acuerdo de Servicios Instruccionales (ISA) con el jefe de Fresno City College, McAfee, Resolución (Discusión/Acción) **2026-31.**

B. Revisión, ratificación y aprobación de actividades para iniciar el Departamento de Bomberos de Avenal y presupuestos propuestos para los ejercicios fiscales 2025/2026 y 2026/2027: Jefe McAfee, resoluciones (Discusión/Acción **) 2026-32;33.**

10. SESIÓN CERRADA: (Ciudad/Agencia Sucesora):

A. LITIGIO PENDIENTE (Código de Gobierno § 54956.9). La intención de este órgano de gobierno es reunirse en sesión cerrada en relación a: Reunión con el asesor legal LITIGIO EXISTENTE (Código de Gobierno § 54956.9(d)(1)).
Partes, caso/reclamación nº: *City of Avenal contra Lupe Villa, County of Kings, et al.,*
(Tribunal Superior del Condado de Kings, **Caso nº 26CU0106**)

B. LITIGIO PENDIENTE (Código de Gobierno § 54956.9). La intención de este órgano de gobierno es reunirse en sesión cerrada en relación a: Reunión con el asesor legal LITIGIO EXISTENTE (Código de Gobierno § 54956.9(d)(1)).
Partes, caso/reclamación nº: *County of Kings DA, v. City of Avenal*
(Tribunal Superior del Condado de Kings, **Caso Nº 25CU0549**)

C. LITIGIO PENDIENTE (Código de Gobierno § 54956.9). La intención de este órgano de gobierno es reunirse en sesión cerrada en relación a: Reunión con el asesor legal LITIGIO EXISTENTE (Código de Gobierno § 54956.9(d)(1)).
Partes, caso/reclamación nº: *City of Avenal contra Condado de Kings, John Chamberlin, et al.,*
(Tribunal Superior del Condado de Kings, **Caso Nº 26CU0138**)

D. LITIGIO PENDIENTE (Código de Gobierno § 54956.9). La intención de este órgano de gobierno es reunirse en sesión cerrada en relación a: Reunión con el asesor legal LITIGIO EXISTENTE (Código de Gobierno § 54956.9(d)(1)).
Partes, caso/reclamación no: *Center for Biological Diversity et al. contra la Oficina de Reclamación de los Estados Unidos, et al.* (Tribunal de Distrito de los Estados Unidos, **Caso nº 1:20-cv-007606-DAD-EPG**).

E. LITIGIO PENDIENTE (Código de Gobierno § 54956.9). La intención de este órgano de gobierno es reunirse en sesión cerrada en relación a: Reunión con el asesor legal LITIGIO EXISTENTE (Código de Gobierno § 54956.9(d)(1)).
Partes, caso/reclamación no: Ross Family Properties, LLC, contra Ciudad de Avenal

11. CORRESPONDENCIA/ANUNCIOS/COMENTARIOS FINALES:

Cualquier miembro del Consejo puede solicitar que un punto se incluya en una agenda futura, siempre que una mayoría simple también apoye la inclusión de dicho punto. Está estrictamente prohibida la discusión o acción sobre cualquier punto que no esté en la agenda actual. Los comentarios finales están destinados a que los miembros del Consejo informen al público sobre la asistencia a cualquier evento especial y la información pertinente.

- Asuntos próximos o futuros a tener en cuenta.
- Correspondencia/Anuncios/Información/Comentarios finales.

12. LEVANTAMIENTO:

1) En cumplimiento con la Ley de Estadounidenses con Discapacidad, si necesita asistencia especial para participar en esta reunión, por favor contacte con la Oficina del Secretario Municipal (559) 386-5766. Avenal Theater & Event Center, 233 East Kings Street Avenal, CA 93204. La notificación 48 horas antes de la reunión permitirá a la ciudad tomar medidas razonables para garantizar la accesibilidad a esta reunión [28 CFR 35.02.35.1044 AA Título II].
2) Los materiales relacionados con un punto de esta agenda enviados al [Consejo/Autoridad] tras la distribución del paquete de la agenda están disponibles para su inspección pública en la oficina de [Secretarios Municipales] en 919 Skyline Blvd., Avenal, CA 93204 durante el horario laboral normal.

Certifico que esta agenda del taller del Ayuntamiento de la Ciudad de Avenal se publicará en los siguientes lugares: 1) Sala del Ayuntamiento, Teatro Avenal 233 E. Kings St.; 2) Ayuntamiento, 919 Skyline Blvd.; 3) Gimnasio Aftermath, 600 Skyline Blvd.; y 4) T&T Market, 801 Skyline Blvd. Avenal CA 93204, el 11 de mayo de 2026.

~~/s/ Maria Ortiz~~
María Ortiz, secretaria municipal

CITY OF AVENAL
Pistachio Capital of the World®"
REGULAR CITY COUNCIL/SUCCESSOR AGENCY/PF
A MEETING APRIL 23, 2026; 5:15 P.M.
AVENAL THEATER & EVENT CENTER, 233 E. KINGS ST., AVENAL, CA

Minutes

CALL TO ORDER & PLEDGE OF ALLEGIANCE: **by Mayor Preciado 6:18 P.M.**

ROLL CALL: Councilmembers: David Reynosa, Ricardo Verdugo, Pablo Hernandez; Mayor, Alvaro Preciado.

ABSENT: Mayor Pro Tem Gamez.

STAFF: McAfee, Velasco, Curiel, Ortiz, López.

LEGAL COUNSEL: Moses Diaz.

CITY CLERK:
Government Code Section 54952.3: Members of the City Council/Successor Agency are entitled to receive a total of $450.00 per month due to their serving on the City Council. They receive no other compensation for serving as members of the Successor Agency.

PUBLIC COMMENT/ANNOUNCEMENTS & UNSCHEDULED APPEARANCES:
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Special Recognitions: **-2026 Old Timers' Day, Legends of our Heritage, Special People:**
Grand Marshals **– Jimmie Don & Cheryl Tuttle**
Favorite Son **– OG Carnal** *Favorite Daughter* **– Lucy Gonzalez**

City Manager, Antony V. López, presented certificates for the 2026 Old Timers' Day Legends of Our Heritage Special People: Grand Marshals, Favorite Son, and Favorite Daughter. He also shared Certificates of Honor from Congressman David Valadao's Office for these individuals.

Public comment began at 6:35 P.M. by Mayor Preciado.

Frank Lopez, Avenal resident, shared that Jimmie Don "Tuttle" used to be President of the Chamber of Commerce 43 years ago when they took over the Old Timers' Day event and opened a time capsule. He also shared event information for next weekend's Old Timers' Day Festival regarding the Lucha Libre and other activities.

Sheila Verdugo, Avenal resident, read a statement on behalf of Veronica Aguirre regarding the Nodal Power project. The concern is that the public needs more information and there needs to be clear mitigation plans. The statement has been attached and entered into the record.

John Chamberlain, Kings County Fire Chief, shared that Kings County Fire would be resuming services to Avenal out of Station 12 effective 08:00 Saturday. He also stated that it does not matter what Avenal Fire Chief McAfee's opinion is related to the fire code because, according to the court, he, John Chamberlain, is the Fire Chief for Avenal. He also said he continues to work with Fire Chief McAfee on matters regarding Avenal starting its own department. He added that he bears the burden of maintaining the Avenal community's fire safety, which includes the Community Center. He also directed that no additional events take place at the Community Center, as it still has a water system issue and is not yet operational. He proceeded to share recommendations regarding fixes to the water system or suggested negotiating out of the Kings County Fire contract so Fire Chief McAfee can assume all liability for substandard life safety systems. He stated that until then, he would not be signing off on the Community Center. He also expressed that he would like more communication from the City regarding any water issues.

City Manager, Antony V. López, responded regarding the main water line break. He clarified that the water levels in the tanks have been maintained at 21 feet for Tank 6 and 18–20 feet for Tank 3. He added that, as directed by the Fire Department in the past to Public Works, unless Tank 3 goes below 10 feet, they are not required to notify the Fire Department, and the levels have not dropped to that point. He also respectfully asked Fire Chief Chamberlain that, despite possible animosity and miscommunications, he continue to show respect and greet him before barking orders in the meeting chamber.

Mayor Preciado also added that there will be an Avenal High School reunion during Old Timers' Day weekend.

Public comment was closed at 6:47 P.M. by Mayor Preciado.

CONSENT CALENDAR:

All items listed under the consent calendar are routine or for approval only and are enacted by one motion: (Action).

A. Consider City of Avenal/Successor Agency's Approval of Minutes for April 9, 2026 Regular Meeting.

B. Consider Amending Agreement with OpenGov to include Payroll Services (Resolution 2026-24).

C. OIP Investment Report for the Quarter Ended March 31, 2026 (Information Only).

Council Member/Successor Agency Member Verdugo motioned to approve Item A & C agenda. The motion was seconded by Council Member/Successor Agency Member Reynosa and motion carried.

ROLL CALL VOTE:
AYES: Verdugo, Reynosa, Hernandez, Preciado.

NOES: None.
ABSENT: Gamez.
ABSTAIN: None.

Item 4B under Consent Calendar was moved to New Business 9A.

MAYOR & COUNCIL MEMBER/ SUCCESSOR AGENCY/ ITEMS FOR CONSIDERATION:

A. None

ACTIVITY REPORTS/SPECIAL PRESENTATIONS & COMMITTEE REPORTS:

A. Activity Reports:

1. Police Department Activity Report: Cecilio Velasco, Chief of Police.

Mayor Preciado asked if this time will be the first time the Police Department is fully staffed. Chief Velasco responded that they will be at 19 staff members. He also shared that there will be new information on the Community Engagement Team.

2. Fire Department Activity Report: Jacob S. McAfee, Fire Chief

Fire Chief McAfee presented his report as submitted. Mayor Preciado asked if there is a limit on the intern program. Fire Chief McAfee responded that there is no limit and that two of the interns who will hopefully join the City are from Avenal. Mayor Preciado also inquired about a mutual aid agreement with Avenal State Prison. Fire Chief McAfee stated there will be an update soon and that he is currently determining the best methods for mutual aid agreements, as he is also speaking with Fresno County Fire regarding wildland matters. Mayor Preciado asked if even the interns will get fit tested for PPE and SCBAs. Fire Chief McAfee responded yes, everyone on board will be fit tested and trained. Mayor Preciado also inquired about pulmonary tests for firefighters. Fire Chief McAfee responded that they will be working on a comprehensive medical exam.

3. Community Development Activity Report: Joshua McDonnell, Contract City Planner, 4Creeks.

Joshua McDonnell, 4Creeks Contract City Planner, presented report as submitted. Mayor Preciado inquired on pulling out of the Housing Element. Joshua's recommendation was that the City stay with the Multi-Jurisdictional Effort as it has been excellent working together and was put together quickly.

4. Economic Development & Grant Writing Report: John Basmajian, Governmental Affairs Manager, the CrisCom Company.

John Basmajian, Governmental Affairs Manager, presented his report as submitted. Councilmember Verdugo expressed concern regarding the California deficit affecting various grants. Basmajian responded that federal grants would not be affected, but state grants may be. He also added that other cities being in a deficit should not affect state grants. Mayor Preciado inquired if CrisCom will be in Washington, D.C., lobbying for grants. Basmajian stated he would double-check certain dates, but if Mayor Preciado is in Washington, CrisCom would be happy to set up meetings. City Manager, Antony V. López, shared information about the scheduled site visit to the water plant with Congressman Valadao on May 5th.

PUBLIC HEARING(s):

Joint Hearing of the City of Avenal Successor Agency RDA Trust Obligations Fund/Public Finance Authority:

A. None

OLD BUSINESS:

A. None.

NEW BUSINESS:

A. Consider Amending Agreement with OpenGov to include Payroll Services (Resolution 2026-24). City Manager, Antony V. López and Finance Manager, Brian Arellano, explained the benefits to moving over to OpenGov for Payroll Services as all processes will be streamlined and reduce staff time. Mayor Preciado shared that it will also be easier at the time of audits if everything is in one place. Councilmember Verdugo inquired on how errors in payroll are handled or the system crashes. Charlie Hazelton, Open Gov Representative, shared they have quick responses and they will work with staff to ensure all employees are paid on time and they have never had that issue. Mayor Preciado asked Finance Manager Arellano how it has been with Open Gov. Arellano responded that he would rank them a 9 out of 10.

Council Member/Successor Agency Member Reynosa motioned approve Resolution 2026-24. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.

ROLL CALL VOTE:
AYES: Reynosa, Hernandez, Verdugo, Preciado.
NOES: None.
ABSENT: Gamez.
ABSTAIN: None.

RESOLUTION 2026-24: CONSIDER ENTERING INTO AN AGREEMENT WITH OPENGOV AND TIMECLOCK PLUS FOR PAYROLL SERVICES.

B. Consider Sublease for Nodal Power at the Avenal Regional Landfill (**Resolution 2026-25**): (Discussion/Action).

City Manager, Antony V. López, explained there was already a study session on this item prior with extensive questions answered, he also presented report as submitted. He also clarified that this resolution is for Nodal Power to be able to use the property and does not approve the full project. Mayor Preciado also shared some history to another project and shared that he will be open to the community asking questions. He also shared that it is a great project in regards to methane gas but the project is still at a preliminary stage. Councilmember Verdugo suggested there be another community meeting for this project to let residents ask more questions.

Council Member/Successor Agency Member Reynosa motioned approve Resolution 2026-25. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.

ROLL CALL VOTE:
AYES: Reynosa, Hernandez, Preciado.
NOES: Verdugo.
ABSENT: Gamez.
ABSTAIN: None.

RESOLUTION 2026-25: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL AUTHORIZING A SUBLEASE AGREEMENT FOR NODAL POWER AT THE AVENAL REGIONAL LANDFILL.

C. Consider adopting a Resolution Authorizing Participation in the California Fire and Rescue Mutual Aid System Chief McAfee (**Resolution 2026-26**): (Discussion/Action).

City Manager, Antony V. López, presented report as submitted.

Council Member/Successor Agency Member Hernandez motioned approve Resolution 2026-26. The motion was seconded by Council Member/Successor Agency Member Reynosa and motion carried.

ROLL CALL VOTE:
AYES: Hernandez, Reynosa, Verdugo, Preciado.
NOES: None.
ABSENT: Gamez.
ABSTAIN: None.

RESOLUTION 2026-26: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL AUTHORIZING PARTICIPATION IN THE CALIFORNIA FIRE AND RESCUE MUTUAL AID SYATEM AND DESIGNATING AUTHORIZED REPRESENTATIVES.

D. Consider Approval of Job Descriptions for Avenal Fire Department, Chief McAfee (**Resolution 2026-27**): (Discussion/Action).

City Manager, Antony V. López, presented report as submitted.

Council Member/Successor Agency Member Reynosa motioned approve Resolution 2026-27. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.

ROLL CALL VOTE:
AYES: Reynosa, Hernandez, Verdugo, Preciado.
NOES: None.
ABSENT: Gamez.
ABSTAIN: None.

RESOLUTION 2026-27: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL APPROVING FIRE DEPARTMENT STAFFING POSITIONS, ADOPTING JOB DESCRIPTIONS, AND ADOPTING A FIRE DEPARTMENT SALARY SCHEDULE TO SUPPORT THE IMPLEMENTATION OF THE AVENAL FIRE DEPARTMENT.

City Council went into a recess at 8:51 P.M.

City Council went into Closed Session at 9:04 P.M.

CORRESPONDENCE/ANNOUNCEMENTS/CLOSING COMMENTS:

Any Council member may request an item be placed on a future agenda, provided that a simple majority also support adding said item. Discussion or action on any item not on the current agenda is strictly prohibited. Closing comments are intended for Council members to report attendance of any special events and pertinent information back to the public.

- Upcoming/Future Agenda Items to Consider.
- Correspondence/Announcements/Information/Closing Comments.

Assistant City Manager/Deputy City Clerk, Karla Curiel, shared information regarding tomorrow's E-Scooter Obstacle Course event at the Veterans Hall parking lot at 6:00 P.M., along with the Bike Rodeo by A&M Engineering at the APD Block Party. City Clerk, Angie Ortiz, stated she received some mail for Mayor Preciado. City Manager, Antony V. López, shared that he is proud to highlight individuals at the Old Timers' Day Festival.

Councilmember Reynosa shared that the Meet & Greet event with Fire Chief McAfee was very good. Councilmember Verdugo thanked District employees, staff, and Kings County Supervisor Richard Valle for their help with the water bottle distribution. He also shared that he would like to see agenda packets delivered Friday afternoons instead of Mondays. In addition, he shared that the Catholic Church will be offering breakfast Friday morning during Old Timers' Day weekend. He also inquired about the warranty on the 18-inch water line. City Manager López stated that it may have been a material defect. Regarding the warranty, there was only a one-year workmanship warranty, and the City continues to look at what options are available. Councilmember Verdugo also shared that various large cities in California are operating with budget deficits and stated he would like to see a budget report from the Finance Department. Councilmember Hernandez thanked community members who attend the meetings. Mayor Preciado shared that he has attended multiple meetings, including some regarding water projects. He also shared information about the City looking for additional water as it continues to grow.

CLOSED SESSION: (City/Successor Agency):

A. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:Conference with legal counsel EXISTING LITIGATION (Government Code § 54956.9(d)(1)).
Parties, case/claim no: *City of Avenal v. Lupe Villa, County of Kings, et al.,*
(Kings County Superior Court, **Case No. 26CU0106**)

B. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:Conference with legal counsel EXISTING LITIGATION (Government Code § 54956.9(d)(1)).
Parties, case/claim no: *County of Kings DA, v. City of Avenal*
(Kings County Superior Court, **Case No. 25CU0549**)

C. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:Conference with legal counsel EXISTING LITIGATION (Government Code § 54956.9(d)(1)).
Parties, case/claim no: *City of Avenal v. County of Kings, John Chamberlin, et al.,*
(Kings County Superior Court, **Case No. 26CU0138**)

D. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:Conference with legal counsel EXISTING LITIGATION (Government Code § 54956.9(d)(1)).
Parties, case/claim no: *Center for Biological Diversity et al. v. United States Bureau of Reclamation, et al.* (United States District Court, **Case No. 1:20-cv-007606-DAD-EPG**).

E. **PENDING LITIGATION** (Government Code § 54956.9). It is the intention of this governing body to meet in closed-session concerning:Conference with legal counsel EXISTING LITIGATION (Government Code § 54956.9(d)(1)).
Parties, case/claim no: Ross Family Properties, LLC, v. City of Avenal

City Council came back from Closed Session at 9:25 P.M.

Legal Counsel Moses Diaz shared for item 11D, Council approved to continue appeal in joint litigation. He also shared for item 11A, Council motioned to authorize Legal Counsel Colantuono to proceed in Court of Appeal and/or Supreme Court if necessary.

ADJOURNMENT:

City Council meeting was adjourned at 9:28 P.M.

/s/ Karla Curiel
Karla Curiel, Deputy City Clerk

I would like to express concern regarding the recent study session held on March 26, 2026, about the proposed landfill gas-to-energy project.

While I appreciate the City's efforts to explore renewable energy opportunities, it does not appear that the community has been given sufficient time or opportunity to fully understand this project and its potential impacts. A project of this scale and importance deserves broader public engagement, transparency, and accessible information so residents can provide informed input.

Additionally, it was not clear from the study session that all key questions were thoroughly explored. The limited discussion raises concern about whether there is a complete understanding of the project's operational, environmental, and long-term implications.

The concept itself has potential to be beneficial if it is managed correctly. However, at this time there are still significant unknowns—particularly regarding elevated temperatures in the down wells and the lack of a clearly defined mitigation plan. The fact that the landfill has requested a waiver related to high temperatures should raise concern for each of you, both as decision-makers and as stewards of a City-owned asset.

This project involves a City-owned asset and will have lasting effects on the community. It is critical that both the public and decision-makers are fully informed before moving forward.

I also want to acknowledge the statement made about being "good neighbors." I believe that intention matters, and I recognize that there is an understanding of the concerns many community members have raised. With that in mind, I respectfully ask that being a good neighbor means putting the people of this community before profit, ensuring transparency, and actively including residents in the decision-making process.

I urge the City Council to allow more time for public education and input, provide additional opportunities for community engagement, and ensure that all relevant questions—including those related to safety, temperature management, and mitigation—are thoroughly addressed before any decisions are made.

Thank you.

Veronica Aguirre
Policy Advocate
Greenaction for Health and Environmental Justice

City of Avenal
919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766
Fax: (559) 386-0629

TO: **Honorable Mayor & City Council**

FROM: **Antony V. Lopez, City Manager**

PREPARED BY: **Maria Ortiz, City Clerk**

DATE: **May 7, 2026**

RE: **Extension of the Kings County Abandoned Vehicle Abatement Program Service Fee**

INFORMATION:

The Kings County Abandoned Vehicle Abatement (AVA) Program assists with the removal of abandoned, wrecked, dismantled, and inoperative vehicles throughout Kings County.

The program is funded through a one dollar ($1.00) annual vehicle registration fee authorized under California Vehicle Code Section 9250.7. The current authorization expires on May 31, 2027.

State law allows the fee to be extended for up to ten years with approval from the Kings County Board of Supervisors and participating cities.

The proposed action would continue the existing fee through May 31, 2037. No increase to the fees.

The proposed action is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because the continuation of the fee program will not result in a physical impact on the environment.

RECOMMEDATION:

Adopt the attached resolution extending the existing AVA Program fee through May 31, 2037.

FISCAL IMPACT:

None.

BEFORE THE PLANNING COMMISSION OF THE CITY OF AVENAL

IN THE MATTER OF:	**RESOLUTION 2026-**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL EXTENDING THE SERVICE FEE FOR THE KINGS COUNTY ABANDONED VEHICLE ABATEMENT PROGRAM AND SERVICE AUTHORITY	

WHEREAS, he Abandoned Vehicle Abatement Program was established pursuant to Section 22710 of the California Vehicle Code; and; and

WHEREAS, the Kings County Abandoned Vehicle Abatement Program and Service Authority were created pursuant to a Joint Powers Agreement between the County of Kings and the cities of Avenal, Corcoran, Hanford, and Lemoore; and

WHEREAS, the current authorization for the service fee is scheduled to expire on May 31, 2027; and

WHEREAS, California Vehicle Code Section 9250.7(g) authorizes counties to extend the service fee for additional periods not to exceed ten (10) years upon approval by the County Board of Supervisors and a majority of the cities representing a majority of the incorporated population within the county; and

WHEREAS, the continuation of the Abandoned Vehicle Abatement Program provides important public benefits including the removal of abandoned, wrecked, dismantled, and inoperative vehicles, reduction of blight, protection of public health and safety, and preservation of neighborhood quality; and

WHEREAS, the City Council of the City of Avenal desires to support continuation of the Kings County Abandoned Vehicle Abatement Program through May 31, 2037.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF AVENAL DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves the extension of the existing one-dollar ($1.00) service fee authorized pursuant to California Vehicle Code Section 9250.7 for the Kings County Abandoned Vehicle Abatement Program.

SECTION 2. The extension shall remain effective for a ten-year period commencing June 1, 2027 and expiring May 31, 2037.

SECTION 3. The City Clerk is directed to transmit a certified copy of this Resolution to the Kings County Association of Governments (KCAG) for submission to the California Department of Motor Vehicles.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Avenal at a regular meeting held on the May 14, 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

ALVARO PRECIADO, Mayor
CITY OF AVENAL

MARIA A. ORTIZ, City Clerk
CITY OF AVENAL

TO: **Honorable Mayor & City Council**

FROM: **Antony V. Lopez, City Manager**

PREPARED BY: **Scott Davis, Public Works Director**

DATE: **May 8, 2026**

RE: **Public Works Monthly Report April 2026**

INFORMATION:

7300 CODE ENFORCEMENT:
The Code Enforcement Department continues to work on weed abatement, Staff continues placing door hangers to remind home owners they are responsible for the alley/easement behind their property. The warm weather is bringing in more illegal venders. Lupe works flex hours to address any problems.
SEE ATTACHED REPORT.

8100 PARKS & LANDSCAPE:
Staff continues to maintain Rice Park, landscaped areas on Skyline, Neighborhood Park, Skate Park, Ken Brown Public Safety Center, Elliott Park and the new Kids Park. Staff will be watering again as the waterline repair is complete. We had turned all irrigation systems off for water conservation.

9000 ANIMAL CONTROL DEPARTMENT:
Staff continues to maintain the Animal Shelter. We are still having good numbers with the spay/neuter program. April was a good month for rescue, especially large breads. There is a vaccination clinic scheduled for May 19, 2026 at Rice Park from 5:00pm-7:00pm. Staff is patrolling two times in the morning and once in the afternoon as well as going out on calls for service. They continue to keep logs and have work orders generated for calls.

SEE ATTACHED REPORTS.

13000 STREETS:
Staff maintains city streets, signs, flags, and banners. We continue removing sidewalk areas that need replaced and working on scheduling pave-backs on streets affected by water leaks. Staff continues to work with the City Engineer for upcoming projects.

14100 WATER DISTRIBUTION: Staff continues to repair and maintain the distribution system within the City. There was one (1) water leak on the 18" main transmission line. Repair was challenging. Staff commends the Citizens of Avenal for their efforts of water conservation during the shutdown for repair.

15000 WASTEWATER COLLECTIONS:
Staff continues to report monthly to Regional Water Quality Control Board regarding overflows. There were five (5) calls for sewer plugs. Staff continues the enzyme treatment for grease.

18000 VEHICLES, EQUIPMENT & BUILDING MAINTENANCE:
Staff continues to maintain city-owned property, vehicles, and equipment and continues monthly/quarterly reporting to SJVAPCD.

Monthly Report
April 2026

Vehicle Abatements

Vehicles Notice on private property	00
City of Avenal Abatements	00
Voluntary Abetments	00
Pending	00

Property Abetments

Mailed Abetments	05
Courtesy Verbal Abetments	68
Courtesy Door Hangers	168
Abetments Completed	189
Pending	52

Miscellaneous Complaints

Illegal Business/Expired License	00
Stop Work/No Permit	01
Illegal Occupancy	03
Illegal Venders	01
Complaints Received	03
*Phone	00
*Walk In	00
Miscellaneous Inspections	180
Miscellaneous Meetings	06
Recycling Control	02
Graffiti Control	05
Water Waste Control (verbal and/or citations)	03
Weed Abatement (notice, mailed or verbal)	168
Weed Abatement (completed)	98
Illegal Yard Sales/No Permits	01

Notes: From the number of letters sent out, you will notice it did drop as we did a door hanger approach especially for the weed abatement as this way it gave us also the opportunity to talk to the residents. Still working on weed abatement for most part we have success but looks like we will have some abatement on properties. We also still flexing as hotter days as we see more illegal vendors.

Monthly Animal Services Summary

This month, we had a great number of rescues for large dogs. Rescue organizations continue to actively work with us to help save dogs from the shelter, and we truly appreciate their ongoing support.

We are currently working on a plan to safely trap five large-breed dogs located near the horse corral area. Our Animal Control Officers continue to patrol problem areas throughout the city to help keep both residents and animals safe.

We have also been receiving many reports about kittens being found in backyards. Please remember to give the mother cat a chance to return to her kittens before moving them. In many cases, the mother is nearby searching for food and will come back. Currently, all our kitten foster homes are full, and we are unable to take newborn to 3-month-old kittens.

The City of Avenal continues to offer a TNR (Trap-Neuter-Return) program to help reduce the feline population and prevent further reproduction.

We would also like to remind residents to always keep pets under control to help reduce stray animal issues and improve community safety.

Funding is still available for dog and cat spay/neuter services. For more information, please call **559-633-3115**.

Upcoming Vaccination Clinic

We will be hosting a vaccination clinic on **May 19, 2026**, with King Veterinary Services at Floyd Rice Park near the recreation building from **5:00 PM – 7:00 PM**.

Thank you to our residents for continuing to support animal services and helping us care for the animals in our community.

City Of Avenal
Animal Control Activity Report

To: Scott Davis, Public Works Director
From: Raul Valadez, Animal Control Department
For: April 1, 2026 to April 30, 2026

Animal Control Activity Report

Total	Entries	54
	RETURNED TO OWNER	1
	ADOPTED	2
	DIED IN SHELTER	0
	EUTHANIZED	1
	ESCAPED FROM SHELTER	0
	REMAINING IN SHELTER	35
	DOGS RESCUED	15
	Brought in to the shelter for the month of April	**18**
DOG BITE(S)		0
	CITATIONS	3
	COMPLAINTS	31
	DOOR HANGERS	10
CATS DETAINED		1
	EUTHANIZED	3
	RESCUED	0
	REDEEMED	0
	ADPOTDED	0
Roosters/Chickens/Owls/Turtles, etc.		2
Deceased Animals		
	Dogs	3
	Cats	8
	Other Animals Deceased	0

City Of Corcoran
Animal Control Activity Report

To: Scott Davis, Public Works Director
From: Raul Valadez, Animal Control Department
For: April 1, 2026 to April 30, 2026

Animal Control Activity Report

Total Entries		37
	RETURNED TO OWNER	2
	ADOPTED	1
	DIED IN SHELTER	0
	EUTHANIZED	0
	ESCAPED FROM SHELTER	0
	REMAINING IN SHELTER	24
	DOGS RESCUED	10
	Brought in to the shelter for the month of April	**12**
DOG BITE(S)		0
	CITATIONS	0
CATS DETAINED		0
	EUTHANIZED	0
	RESCUED	0
	REDEEMED	0
	ADPOTDED	0
Roosters/Chickens/Owls/Turtles, etc.		0
Deceased Animals		
	Dogs	8
	Cats	8
	Other Animals Deceased	0

City Of Lemoore
Animal Control Activity Report

To: Scott Davis, Public Works Director
From: Raul Valadez, Animal Control Department
For: April 1, 2026 to April 30, 2026

Animal Control Activity Report

Total Entries		13
	RETURNED TO OWNER	1
	ADOPTED	0
	DIED IN SHELTER	0
	EUTHANIZED	0
	ESCAPED FROM SHELTER	0
	REMAINING IN SHELTER	7
	DOGS RESCUED	5
	Brought in to the shelter for the month of April	**5**
DOG BITE(S)		0
	CITATIONS	0
CATS DETAINED		0
	EUTHANIZED	0
	RESCUED	0
	REDEEMED	0
	ADPOTDED	0
Roosters/Chickens/Owls/Turtles, etc.		0
Deceased Animals		
	Dogs	19
	Cats	11
	Other Animals Deceased	0

919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766
Fax: (559) 386-0629

TO: **The Honorable Mayor and City Council**

FROM: **Humberto Bermudez, Information Technology Director**

DATE: **May 11th, 2026**

RE: **Information Technology Monthly Report April 2026**

CURRENT PROJECTS:

Internet:

-Staff is currently reviewing highlights presented by the City Attorney.

Communications:

-Staff continues managed mobile device rollout across required staff. Government pricing allows for handsets to be purchased on contract for only the cost of tax and a line, which is already discounted as a government agency.
-The Mass SMS Service providers request proof of a listing of all active consenting subscribers (as per CA BPC § 17529.4). At the time of reporting, IT is currently waiting on the list of residents who opted in through the Avenal Speaks 2026 Survey to present to our providers.

Services:

-Staff completes the initial server hypervisor changeover. This change was done based on a license renewal agreement that the City did not find financially viable for our needs. Further data migration is needed to complete the operation.
-Is working with Assistant Fire Chief Morales and three of our vendors on acquiring MDTs for the Firefighting Apparatuses.
-Staff continues rolling out internal services for tracking and utility, in attempt to continue bringing more cloud services on-premises.
-Staff continues performing regular security maintenance and documentation reporting.

Other:

-Staff assisted in A/V assistance and parade announcements for Old Timer's Day 2026.
-Staff has selected a new IT Manager to fill in the role left empty for 6 months. He will be starting May 19th.
-Continuing to maintain and report digital signage for RSUSD and KCBH.
-Continues to maintain the city website and provide tech support, and guidance across all facilities.

Memo

To: **Honorable Mayor and Council Members**
From: **Anna Lara-Nieto, PARCS Director**
cc: **Antony V. Lopez, City Manager**
Date: **May 8th, 2026,**
Re: **Department Report**

Information:

Updates:

1) Open Community Space- Every Monday/Friday at Vets Hall, 4:30pm-8:30pm
2) April - Weekly Activity & Events
3) Softball Clinic – was held April 11th, AHS Softball Field
4) Old Timers Day – was held May 1st & 2nd at Rice Park

Upcoming:

5) **May Weekly Activities / Events**
    - May 6th – Kidz in the Kitchen
    - May 13th h- Familia Night at Avenal Theater
    - May 27th – Art in the Park- 4pm-8pm

6) **Baseball Clinic –** May 16th, AHS Softball Field 9am-12pm – Collaboration with AHS Baseball Team
7) **Skate Expo –** May 30th- Skate Park 4-8pm -

Working on:

1) Skate Expo
2) Summer Kidz Spot
3) Independence Day Celebration
4) Community Center, schedule, staffing

Collaborations:

1) Valley Voices- Food Distribution
2) Kings Partnership for Prevention
3) Special Needs Squad
4) Avenal Fire, AHS, Patch Project

Próximos eventos

MAYO 2026

MAYO 1 y 2

Old Timers Day



Rice Park, viernes de 4pm-10pm
sábado, desfile a mediodía, actividades en el parque de 1pm-11pm

MAYO 6

Niños en la cocina



Salón de Veteranos
De 3:30pm-7pm, 2 dólares por persona.

MAYO 13

Familia Night



Teatro, 6pm-Artesanía, Lotería
7pm- Película

MAYO 16

Clínica de béisbol



Campo de béisbol de AHS
De 9am-12
GRATIS

MAYO 27

Arte en el parque



Parque del Arroz
3:30pm. ¡Estaciones de pintura para niños, música y mucho más!

MAYO 30

Exposición de patinaje



Parque de patinaje - 320 E. Tulare St
4-8pm
Evento GRATIS

PUEDE

Para obtener más información, envíe un correo electrónico

→ ALARA@CITYOFAVENAL.GOV

¡Celebra, comparte y apoya a tu comunidad!

Update from the Chief's Desk

05/09/2026

The City of Avenal continues to make herculean efforts to establish an independent municipal fire department. This initiative continues to focus on improving local control, enhancing emergency response capabilities, and building a sustainable, community-centered public safety organization from the ground up. As the Fire Chief, my team and I have taken significant steps toward this objective over the last month. While we are moving quickly towards this objective, I remain focused on achieving our future goals to continue towards establishing an operational fire department. Below are some key operational updates and forward focused goals moving forward.

- **ORGANIZATIONAL DEVELOPMENT**: Foundational organizational development has been completed, including the establishment of a leadership structure and administrative framework to guide operations. After establishing the rank structure consisting of Assistant Fire Chief, Fire Captain, and Fire Engineer classifications, I immediately began recruitment for the full-time paid Fire Captain and Fire Engineer Position. Currently, we have made conditional offers to all our fire captain and fire engineer positions with a fire academy/orientation on May 18, 2026. At the same time, we have also opened applications for reserve and volunteer firefighter to create additional opportunities for enhanced service, while integrating with our community and caatinga more resilient public safety system. I have begun implementation and development of the fire Resource Management System (RMS) and Learning Management System (LMS) to ensure proper fire reporting, logistical accountability, fire prevention and fleet records, as well as training initial and continuing education requirements. Lastly, I have applied to the California Office of Emergency Services office to obtain the department's NERIS and MACS identification number with the federal, state, and local government bodies.

- **STAFFING AND DEPLOYMENT MODELING:** Extensive work has been completed around staffing and deployment modeling. These efforts included detailed evaluations of overtime impacts, backfill strategies, and acting officer policies. Alternative staffing approaches have also been explored, such as the use of interns or stipend-based personnel, cross-staffing models, and the strategic use of command staff to assist with operational coverage when necessary.
    - The vision of the Avenal Fire Department will be to operate as a professional and progressive combination fire department. The Avenal Fire Department will be staffed with a daily staffing of 2-0, which includes full-time paid professional Fire Captain and Fire Engineer positions. The remaining positions will be filled with a mixture of reserves, paid call, and intern firefighters to increase daily staffing to 3-0/4-0 depending on the day and improve emergency services to the community.
    - I previously coordinated with Fresno City College to participate in their fire Intern program, bringing three firefighter interns on this summer and have now included one more, totaling (4) intern firefighters. FCC interns have already completed a regionally accredited fire academy and are licensed Emergency Medical Technicians (EMT). The FCC fire academy is a firefighter I/II program with additional certifications including driver operator, vehicle extrication, low angel rope rescue, and many more. This addition will enable the department to provide 3-0 staffing to the community on day one, staffing the apparatus daily with one fire captain, one fire engineer, and one intern firefighter.

- Currently, the department has received 3 volunteer firefighter applications and 4 reserve firefighter applications, with those numbers intended to grow as we move forward. Depending on qualification and experience these reserve firefighters and volunteer firefighters will help increase our daily staffing to 4-0 for large portions of the year and additionally assist in seasonal up staffing of multiple apparatus daily.

- **FINANCIAL AND BUDGET PLANNING:** Comprehensive financial planning has been conducted to ensure long-term sustainability. Personnel cost projections have been developed to account for salaries, benefits, and retirement obligations through CalPERS. Various compensation structures have been evaluated to maintain competitiveness within the regional fire service labor market while remaining within targeted budget parameters of approximately $1.3 to $1.4 million for staffing and operational budget of 250-350k per year. Additionally, a total startup budget has been developed to ensure that the Avenal Fire Department is ready to serve the Avenal community through its first year. Operational budget planning has been done forecasted out to years 1 and 2 to plan for sustainability.

- **FACILITIES AND INFRUSTRUCTURE PLANNING:** Planning for facilities and infrastructure has focused on identifying cost-effective and scalable solutions. This includes the conceptual design of an apparatus bay capable of housing multiple response units, as well as temporary or modular living accommodations to support on-duty personnel. Critical facility needs such as apparatus exhaust systems, SCBA storage and air compressor/fill systems, and PPE maintenance, storage, and decontamination capabilities have also been evaluated. Recently, it was decided to modify the space behind City Hall to host the fire station compound, including apparatus bays, workshop, and a place for living quarters. This option will reduce the risks of extended construction and infrastructure delays, improve operational functionality, save hundreds of thousands of dollars from previous plans and ensure the fire department is more centered and active in the community at large. The move also puts the fire department more community facing and centered while improving response times to most of the city. Current costs to update and build out the new fire station compound is $350,000. This move saves the City $650,000 from the previous design by the hospital district.

- **APPARATUS AND EQUIPMENT PROCUREMENT:** Existing fleet capabilities have been assessed, and replacement or supplemental needs have been identified. As part of that assessment, the fire department has partnered with Fire Apparatus Solutions (FAS) to provide contracted apparatus repair and maintenance of the fire apparatus fleet. Additionally, to ensure an operational fleet and improve near term sustainability and performance, the department will be purchasing two type I engines (2010 and 2011) and a 2021 Types VI. Simultaneously, the fire department will begin selling the following apparatus: Type III wildland engine and an Ultra High Pressure, Rapid Intervention Vehicle. Soon, once the newly purchased Type I engines arrive, the older Type I will also be sold to reduce the fiscal impact further. This will enhance fiscal sustainability and reduce the impact of the new fleet realignment. Comprehensive equipment lists have been developed to support structural firefighting, wildland response, and basic life support medical operations at the EMT level. Cost estimates have been compiled for essential equipment, including SCBA systems, hose and nozzle packages, personal protective equipment, communications, power tools, and rescue tools.

- **COMMUNICATIONS AND DISPATCH PLANNING:** Communications and dispatch planning efforts have included coordination for FCC frequency acquisition and evaluation of radio system design, including repeater placement and coverage limitations. Regional dispatch options have been identified, and initial coordination with communications vendors has been completed to support system implementation. This coordinatization has resulted in

securing a dispatch contract with Fresno County EMS for a term of 18 months starting on June 1, 2026. Additionally, the City in partnership with Kings County Office of Education (KCOE) has renewed a lease agreement for infrastructure to support emergency communications to be established on a shared land/communications tower.

- Physical communications equipment has already been purchased. Portable radios, mobile radios, and base station radios along with frequencies have been purchased for effective fireground communications.
- Communication frequency loads have been selected and are in process of being programed.

- **EMS SYSTEM INTEGRATION:** I have also initiated the process of integrating into the regional emergency medical services system. Required steps to obtain authorization for basic life support service delivery through the California EMS Authority, in coordination with the Kings County Local EMS Agency, have been identified, and initial pathways for compliance and engagement have been established. As of Friday, May 8, 2026, CCEMSA has approved our application to provide basic life support delivery through the California EMS authority

- **POLICY, COMPLIANCE, AND RISK REDUCTION:** Policy development and regulatory compliance efforts are underway, with consideration given to industry best practice and national standards criteria. The City has partnered with Lexipol for policy and procedure development, and I have already established organizational and fire prevention policies. Early steps have been taken to establish a fire prevention and community risk reduction framework, including inspection programs for occupancies, weed abatement strategies, Fireworks booth approval process, construction plan review, public education, and risk reduction initiatives. Community risk reduction initiatives, such as the smoke alarm installation program, have also been developed to proactively enhance public safety.

- **COMMUNITY ENGAGEMENT AND TRANSPARENCY:** Community engagement remains a central component of the transition process. Public communication materials, including a community newsletter, are being developed to keep the community informed on the progress of the fire departments and future town halls are being scheduled to show transparency and a focus on building public trust. Messaging strategies have also been developed to clearly communicate the transition from prior service models to a locally managed fire department.

- **REGIONAL COORDINATION AND MUTUAL AID:** Finally, efforts have been initiated to establish regional coordination and mutual aid agreements with surrounding agencies. Operational procedures for requesting and providing mutual aid within California's coordinated response system have been reviewed to ensure seamless integration into the broader emergency response network. There are meetings set up for the week of May 11th to discuss mutual and auto aid agreements with surrounding agencies.

We have a lot happening, I will try to keep you informed as changes occur.

Think Safe & Be Safe, have a great weekend!

AVENAL FIRE DEPARTMENT BUDGET AND SERVICE DELIVERY STUDY SESSION

The "Mission" of the Avenal Fire Department is to "Advance public safety through data-informed response, proactive risk reduction, and collaboration to protect people, property, and enhance community resilience".

May 01, 2026

PURPOSE

Present	Present total start up costs
Present	Present 1st year operating budget
Explain	Explain staffing model and service delivery
Identify	Identify risks, gaps, and future needs

WHAT WE ARE BUILDING

- Full municipal fire department from inception
- Initial service model (Combination fire department)
  - **2-0 daily staffing model (full paid professionals)**
    - Captain and Engineer
    - Fire suppression and EMS BLS capability
    - **Supported by Intern, Reserve, and Volunteer firefighters**
    - Intern firefighters work a normal firefighter shift and serve as the firefighter on the engine. No backfill for a vacancy at the firefighter position.
      - Results in **70-85% of the year having at least 3-0 engine company.**

WHAT WE ARE BUILDING

- Goal, to recruit 4-7 reserve firefighters and 7 volunteer firefighters to further increase staffing, expand service delivery or seasonal up staffing, and support out of county/OES wildland deployment participation.
  - With 7 reserve firefighters and intern firefighters, the city would be able to provide a **4-0 engine company or (2) 2-0 staffed apparatus, 60% of the year (219 days).**
  - Wildland deployments provide revenue to the city.
  - Hiring reserve and volunteer firefighters provides training and income opportunities for people in the City.
- Scalable for future growth
- Also includes other fire protection services and divisions such as training, community risk reduction, public education, inspection and code enforcement, fire investigation, Engineering (plan review), emergency management, mobile integrated health care, and more.

BUDGET OVERVIEW

- Two primary components
  - Start-up/One-time costs
  - Year One operating costs
    - Personnel Pay and Benefits
    - Operational costs
  - **Start up Costs**
    - Total= **$975,303.00**
- Year 1 Operating Costs
  - **Total Operating costs**
    - Total= **$1,565,202.00 - $1,635,278.00**
      - Pay and Benefits= **$1,299,860.00**
      - Operational Costs= **$265,342 - $335,418**

START UP COST

Avenal Start up Budget							
RADIOS							
Item	Purchased	Location	QTY	Received	Unit Price	Low Value Start up Cost	Recommended Start up Cost
Total						$115,116.00	$115,116.00
Apparatus Bay/Sleeping Quarters							
Total						$155,000.00	$155,000.00
Station Systems							
Total						$115,000.00	$140,000.00
KITCHEN							
Total						$2,500.00	$5,000.00
TOOL ROOM & BAY							
Total						$3,850.00	$5,215.00
TURNOUT ROOM							
Total						$24,500.00	$30,500.00
BEDROOMS (4)							
Total						$7,400.00	$7,400.00
OFFICE							
Total						$2,800.00	$2,800.00
STATION SUPPLIES							
Total						$370.00	$540.00
PPE							
Total						$94,089.00	$117,990.00
RMS/LMS							
Total						$15,030.00	$15,030.00
Apparatus Equipment							
Total						$136,463.00	$174,712.00
Vehicle (New)							
Total						$369,000.00	$430,000.00
Apparatus Maint/Repair/Contracts							
Total						$45,000.00	$46,000.00
Misc							
Total						$23,000.00	$26,000.00
Revenue							
Total						$151,621.00	$166,621.00
Pre-Revenure Overall Total						$1,109,118.00	$1,271,303.00
Overall Total						$957,497.00	$1,104,682.00

BUDGET OVERVIEW

- **Year 1 Pay and Benefits= $1,299,860.00**
  - Pay and Benefits Includes the following
    - Eight full time paid positions
      - Fire Chief (1)
      - Assistant Fire Chief (1)
      - Captain (3)
      - Engineer (3)
    - Intern, Reserve, and Volunteer positions
      - Intern (4)
      - Reserve (4)
      - Volunteer (3)
  - Note: Personnel pay and benefits cost includes; projected overtime costs, health care, retirements, taxes, appropriate salary step, and intern, reserve, and volunteer stipend amounts.

PAY AND BENEFITS

Position	Salary Min.
Fire Chief	$135,000.00
Assistant Chief	$105,000.00
Captain 1	$80,021.76
Captain 2	$80,021.76
Captain 3	$80,021.76
Captain 4	$ -
Engineer 1	$72,013.76
Engineer 2	$72,013.76
Engineer 3	$72,013.76
Engineer 4	$ -
Reserve Firefighter 1	$16,500.00
Reserve Firefighter 2	$16,500.00
Reserve Firefighter 3	$16,500.00
Reserve Firefighter 4	$16,500.00
Volunteer Firefighter 1	$6,600.00
Volunteer Firefighter 2	$6,600.00
Volunteer Firefighter 3	$6,600.00
Intern Firefighter 1	$9,000.00
Intern Firefighter 2	$9,000.00
Intern Firefighter 3	$9,000.00
Intern Firefighter 4	$9,000.00
Totals	$775,900.00
Min. Estimate	$1,299,860.79

- **Year 1 Pay and Benefits= $1,299,860.00**
- **Intern, Reserve, and Volunteer stipend**
  - **Intern: $2000 - $9000 per year**
  - **Reserve: $125 per 24 hours shift**
  - **Paid Call Volunteer: $25 per call**

Reserve Firefighters would receive $125 per 24/hour shift | $150 per backfill
Volunteer Firefighters would receive $25 per call
Student Intern: Pay would be per semester stipend ($2k, $2.5k, $3k)

BUDGET OVERVIEW

- **Year 1 Operational Costs= $265,342 - $335,418**
  - Operational Costs Include the following:
    - Communications
    - Fire Station Living Quarters Lease
    - Fire Station Systems
    - Fire Station Supplies and content
    - Personal Protective Equipment (Structure, Wildland, SCBA)
    - RMS/LMS
    - Apparatus Equipment
    - Maintenance, repair, and contracts
    - Training and Fire Prevention
    - Uniforms
- Note: Projections and assumptions made based on industry best practice, financial information available, and professional experience.

YEAR 1 TOTAL OPERATING COST

- Year 1 **Total Operating costs**
- Total= **$1,546,802.00-$1,596,478.00**
  - Pay and Benefits= **$1,299,860.00**
  - Operational Costs= **$265,342-$335,418**

Operating Budget Year 1							
Communications							
Total						$7,290.00	$7,290.00
Fire Station living quarters							
Total						$18,000.00	$22,800.00
Station Systems							
Total						$0.00	$1,750.00
Turnout Room							
Total						$0.00	$0.00
Total						$0.00	$0.00
Captain Office							
Total							
Office							
Total						$0.00	$0.00
Station Supplies							
Total						$4,000.00	$6,000.00
PPE							
Total						$27,898.00	$39,898.00
RMS/LMS							
Total						$13,230.00	$13,230.00
Apparatus Equipment Maint.							
Total						$51,794.00	$82,794.00
Equipment Replacement							
Total						$11,000.00	$16,000.00
Vehicle (New)							
Total		Lease Purchase Recommended				$0.00	$0.00
Apparatus Maint/Repair/Contracts							
Total						$131,774.00	$153,900.00
Misc (Uniforms and Badges)							
Total						$8,750.00	$10,750.00
Personnel Costs (Total)							
Personnel (Salary/Benefits/OT projections)						$1,299,860.00	$1,299,860.00
Total						$1,299,860.00	$1,299,860.00
Training							
Total Training program (Props/equipment, etc)			1			$25,000.00	$25,000.00
Capital							
Big dollar amount purchases for future			1			$0.00	$0.00
Revenue							
ISA Revenue			1			$12,744.00	$18,000.00
Total						$1,546,802.00	$1,596,478.00
Total - Revenue						$1,534,058.00	$1,578,478.00

FUTURE CONSIDERATIONS

- **Future Considerations (Year 2+)**
  - Potential move to fully paid **3-person staffing**
  - Additional firefighter positions
  - Apparatus modernization (aging fleet)
  - Expanded EMS capabilities
  - Facility improvements
- **Talking Points:**
- Year 1 = foundation
  - Future growth tied to:
    - Call volume
    - Risk
    - Fiscal Considerations
    - Council direction

CLOSING CONSIDERATIONS

- This plan is:
  - Realistic
  - Improved
  - Scalable
  - Financially responsible
- Builds a modern fire department from the ground up, increasing initial engine company staffing and station reliability.
- The improved first on scene staffing allows for faster water application, search, and incident stabilization while improving EMS capability for cardiac arrests, traumas, and multi patient incidents.
- It also allows for great flexibility for incidents required multiple apparatus types and or the ability to deploy to staffed apparatus to larger geographic locations.

Thank you

“We are not just funding a department—we are building an organization that provides more that just service to the community but is apart of it. It exists to protect people, safeguard property, and fortify the long-term resilience and prosperity of our community”.

WRAP UP/QUESTIONS



Avenal Start up Budget							
RADIOS							
Item	Purchased	Location	QTY	Received	Unit Price	Low Value Start up Cost	Recommended Start up Cost
Total						$115,116.00	$115,116.00
Apparatus Bay/Sleeping Quarters							
Total						$155,000.00	$155,000.00
Station Systems							
Total						$115,000.00	$140,000.00
KITCHEN							
Total						$2,500.00	$5,000.00
TOOL ROOM & BAY							
Total						$3,850.00	$5,215.00
TURNOUT ROOM							
Total						$24,500.00	$30,500.00
BEDROOMS (4)							
Total						$7,400.00	$7,400.00
OFFICE							
Total						$2,800.00	$2,800.00
STATION SUPPLIES							
Total						$370.00	$540.00
PPE							
Total						$94,089.00	$117,990.00
RMS/LMS							
Total						$15,030.00	$15,030.00
Apparatus Equipment							
Total						$136,463.00	$174,712.00
Vehicle (New)							
Total						$369,000.00	$430,000.00
Apparatus Maint/Repair/Contracts							
Total						$45,000.00	$46,000.00
Misc							
Total						$23,000.00	$26,000.00
Revenue							
Academy ISA Revenue			1			$6,621.00	$6,621.00
Type VI Sale			1			$115,000.00	$130,000.00
Type III Sale			1			$30,000.00	$30,000.00
Total						$151,621.00	$166,621.00
Pre-Revenure Overall Total						$1,109,118.00	$1,271,303.00
Overall Total						$957,497.00	$1,104,682.00

Operating Budget Year 1							
Communications							
Total						**$7,290.00**	**$7,290.00**
Fire Station living quarters							
Total						**$18,000.00**	**$22,800.00**
Station Systems							
Total						**$0.00**	**$1,750.00**
Turnout Room							
Total						**$0.00**	**$0.00**
Total						**$0.00**	**$0.00**
Captain Office							
Total							
Office							
Total						**$0.00**	**$0.00**
Station Supplies							
Total						**$4,000.00**	**$6,000.00**
PPE							
Total						**$27,898.00**	**$39,898.00**
RMS/LMS							
Total						**$13,230.00**	**$13,230.00**
Apparatus Equipment Maint.							
Total						**$51,794.00**	**$82,794.00**
Equipment Replacement							
Total						**$11,000.00**	**$16,000.00**
Vehicle (New)							
Total		**Lease Purchase Recommended**				**$0.00**	**$0.00**
Apparatus Maint/Repair/Contracts							
Total						**$131,774.00**	**$153,900.00**
Misc (Uniforms and Badges)							
Total						**$8,750.00**	**$10,750.00**
Personnel Costs (Total)							
Personnel (Salary/Benefits/OT projections)						**$1,299,860.00**	**$1,299,860.00**
Total						**$1,299,860.00**	**$1,299,860.00**
Training							
Total Training program (Props/equipment, etc)			**1**			**$25,000.00**	**$25,000.00**
Capital							
Big dollar amount purchases for future			**1**			**$0.00**	**$0.00**
Revenue							
ISA Revenue			**1**			**$12,744.00**	**$18,000.00**
Total						**$1,546,802.00**	**$1,596,478.00**
Total - Revenue						**$1,534,058.00**	**$1,578,478.00**

NOTICE OF PUBLIC HEARINGS
CITY OF AVENAL
AVENAL PLANNING COMMISSION
AVENAL CITY COUNCIL

Planning Commission hearing:
The Avenal Planning Commission is scheduled to hold a public hearing to consider the following proposal:

Housing Element Update.
The project involves a comprehensive update to the Housing Element of the City of Avenal General Plan for the current State planning period. The Housing Element identifies the City's existing and projected housing needs for all income levels and includes an inventory of sites suitable for residential development. The update establishes goals, policies, and implementation programs to accommodate the City's Regional Housing Needs Allocation (RHNA), remove governmental and non-governmental constraints to housing development, affirmatively further fair housing, and promote the development, preservation, and improvement of housing opportunities throughout the community in compliance with State housing law.

When and Where?
6:00 pm, Wednesday, May 13, 2026
Avenal Theater
233 E. Kings St.
Avenal, CA 93204

Applicant:
City of Avenal

Location:
The project applies to all properties located within the Avenal City limits. The Housing Element is a State-mandated component of the Avenal General Plan.

Proposal:
The proposed project consists of adoption of the updated Housing Element, including associated goals, policies, programs, and actions necessary to maintain compliance with State housing law.

Notice is also given that an environmental assessment has been conducted for the project identified above, consistent with the California Environmental Quality Act (CEQA). The analysis determined that the project is Categorically Exempt from CEQA.

City Council Hearing
Once it is considered by the Planning Commission, the project will then be considered in a public hearing by the Avenal City Council on Thursday, May 14, 2026 at 5:15 pm (or as soon thereafter as the matter can be heard) in the Avenal Theater at 233 E. Kings St., Avenal, CA 93204.

Contact:
You are welcome to attend this meeting to express your views on this request. The City also accepts mailed comments, so they can be distributed to the Planning Commission and City Council. If you desire more information or wish to view the staff report for the project, please contact the City of Avenal City Clerk, 919 Skyline Blvd., or by phone at (559) 386-5766.

Published in the Hanford Sentinel on 4/22/26.

AVENAL CITY COUNCIL

STAFF REPORT

Date: May 14, 2026
To: Avenal City Council
From: Josh McDonnell, Planning Consultant
Subject: General Plan Amendment 2026-01 and related Environment Finding for adoption of the 2024-2032 Housing Element Update.

SUMMARY/RECOMMENDED ACTION:

GPA 2026-01 proposes to adopt the 2024-2032 Housing Element update as an amendment to the City of Avenal General Plan. The request follows the Planning and Zoning Law that requires jurisdictions to adopt a Housing Element Update every eight years. It is recommended that the Planning Commission take the following actions:

1) Ask the City Planner to deliver the staff report;
2) Ask any questions of staff regarding the project;
3) Open the hearing to the public and ask for any public testimony;
4) Ask for a motion to approve the GPA 26-01 by adopting:
   a) Resolution 2026-01: recommending that the City Council adopt GPA 26-01, an amendment to the City of Avenal General Plan that adopts 2024-2032 Housing Element and finding that the approval of GPA 26-01 is exempt from CEQA review pursuant to Section 15061(b)(3) of the California Environmental Quality Act.

DISCUSSION AND ANALYSIS

Housing Element Requirements

The General Plan is the City's primary planning policy document and includes state-mandated "elements" that set forth objectives, principles, standards and goals to guide orderly development. The purpose of the Housing Element is to identify the housing needs of all economic segments of the community and describe the actions the County intends to take to facilitate the preservation and development of adequate housing to meet those needs. The City must also address constraints on housing development, develop programs to facilitate housing for special needs groups, and provide a fair housing analysis.

The City's current Housing Element that covers the 2016-2024 planning period was adopted in 2016. State law established requirements for updating Housing Elements on an eight-year cycle. The 2024-2032 planning period is referred to as the "6th Cycle Housing Element" in reference to the five previous updates.

The County of Kings and the Cities of Avenal, Corcoran, and Hanford have completed a collaborative process in preparing a multijurisdictional Housing Element covering these four jurisdictions. While the multijurisdictional Housing Element includes data, analyses, and general goals and policies covering the County and three Cities, each jurisdiction has separate programs that apply only to that jurisdiction. In adopting the Housing Element, no jurisdiction is required to adopt programs that apply to another jurisdiction.

The state legislature has given the California Department of Housing and Community Development (HCD) authority to develop detailed guidelines for the preparation of Housing Elements and to issue statements regarding whether draft Housing Elements substantially comply with the requirements of Government Code Section 65580 et seq (Housing Element law). A finding of substantial compliance by HCD is referred to as Housing Element "certification." State law requires each jurisdiction to adopt a certified Housing Element. In addition, several grant funding programs require a certified Housing Element as a prerequisite for eligibility, therefore Housing Element certification increases the City's opportunities to receive grant funds.

A key requirement of state law is that each jurisdiction demonstrates the availability of adequate sites with appropriate zoning to accommodate residential development commensurate with its assigned share of regional growth needs as described in the Regional Housing Needs Assessment (RHNA). Prior to the beginning of each Housing Element cycle, Kings County Association of Governments (KCAG) prepares a RHNA plan in consultation with HCD and the County and Cities. The RHNA identifies the number of new housing units each jurisdiction must accommodate across all income levels through its land use plans and zoning designations. It is important to note that the RHNA establishes planning targets, not development quotas. KCAG allocated the RHNA for each jurisdiction through its adoption of the 6th Cycle Regional Housing Needs Plan in January 2023.

In May 2023, the County and Cities entered into contract with a consultant to prepare the multijurisdictional 6th Cycle Housing Element. The first draft was submitted to HCD on October 9, 2024, and comment letters were issued by HCD on January 6, 2025. A second draft was prepared by the consultant and submitted to HCD on August 26, 2025, and comment letters were issued by HCD on October 20, 2025. In November 2025, the County began meeting with HCD and the consultant for technical assistance. In February 2026, the County and Cities met to discuss the status of the Housing Element, and each jurisdiction made the independent decision to part from the consultant and to proceed with in-house staff provided by each jurisdiction with technical assistance from HCD to finish the draft.

On March 27, 2026, a third draft was submitted to HCD. Subsequent to the receipt of technical assistance feedback from State HCD staff, a fourth draft was submitted on May 4, 2026. A certification letter was issued by HCD on Month Day, 2026. The next step in the process is to adopt the 2024-2032 Housing Element update as General Plan Amendment No. 26-01. The Housing Element is attached to this staff report.

Housing Element Organization

The Housing Element is organized as follows:

- Chapter 1 – Introduction
- Chapter 2 – Housing Needs Assessment
- Chapter 3 – Resources and Opportunities
- Chapter 4 – Constraints
- Chapter 5 – Housing Plan
- Chapter 6 – Glossary of Terms
- Appendix A – Evaluation of the Prior Housing Element
- Appendix B – Land Inventory
- Appendix C – Public Participation Summary
- Appendix D1 – County of Kings Fair Housing Analysis
- Appendix D2 – City of Avenal Fair Housing Analysis
- Appendix D3 – City of Corcoran Fair Housing Analysis
- Appendix D4 – City of Hanford Fair Housing Analysis

Each jurisdiction's programs are listed in Chapter 5 – Housing Plan.

Key Issues

Alignment with State law. Development of the Housing Element draft has shown that changes to the Avenal Zoning Ordinance will be required to align with State law regarding recently updated or implemented mandates, specifically concerning ADU law, parking requirements, Density Bonus law, reasonable accommodation procedures, compliance with Government Code Section 17021.8 to support farmworker housing, and permitting of emergency shelters and transitional/supportive housing. Program 1.18 discusses each required amendment to the Development Code.

Farmworker and Employee Housing. In coordination with other jurisdictions in the multijurisdictional Housing Element, the City will make a specific and at least annual effort to assist in the development of housing for farmworkers and conserve and improve the existing housing stock for farmworkers, including coordinating with regional organizations, providing incentives when feasible, and assisting interested developers by identifying sites and supporting funding applications. Farmworker and employee housing will be facilitated and supported through the objectives and timeline provided in Program 1.14.

Assist Affordable Housing Development. The City will continue to promote the development of housing for extremely low-, low-, and moderate-income persons through direct financial assistance such as CDBG and HOME, priority entitlement processing, regulatory incentives, and administrative support to developers on grant applications. Affordable housing is addressed in Program 1.16 as well as others.

Facilitate Infrastructure Improvements. In order to meet the City's RHNA allocations, it is vital to have adequate infrastructure to support the City's housing needs. Program 1.19 guides the City with facilitating and supporting the development, improvement, or expansion of needed public infrastructure such as roads, sidewalks, storm water drainage, safe and adequate water supply and wastewater disposal systems.

Regional Collaboration. The multijurisdictional Housing Element provides an opportunity for collaboration on countywide housing issues that need to be more effectively addressed at a regional level rather than at a local level. By working together, the jurisdictions can share best practices, explore opportunities for further collaboration, and make the best of limited resources. A Housing Element Working Group will be formed and meet at least annually to evaluate successes of implementation of housing programs and to identify gaps and additional needs. The objectives and timing are outlined in Program 1.26.

Adequate Sites and the RHNA Plan. The City must provide a land inventory to ensure that there is an adequate supply of residential land designated in unincorporated areas to accommodate the RHNA allocation. The County's total RHNA allocation is 9,429 units, and 277 of those units are allocated to Avenal. Below is the RHNA Allocation by Income Category that is stated in KCAG's 6th Cycle Regional Housing Needs Plan.

Table 1: RHNA Allocations by Income Category for Kings County Jurisdictions

Jurisdiction	Very Low		Low		Moderate		Above Moderate		Total
	Units	%	Units	%	Units	%	Units	%	Units
Avenal	48	17.3%	37	13.3%	55	20.0%	137	49.4%	277
Corcoran	122	17.1%	116	16.3%	118	16.5%	359	50.2%	715
Hanford	1,369	24.7%	993	17.9%	1,066	19.2%	2,119	38.2%	5,547
Lemoore	586	25.1%	437	18.8%	408	17.5%	898	38.6%	2,329
Unincorporated	132	23.5%	89	15.9%	106	18.9%	234	41.8%	561
County Totals	2,257	23.9%	1,672	17.7%	1,753	18.6%	3,747	39.7%	9,429

The City currently has 1,822 units in its land inventory, which exceeds the required allocation in every income category. Program 1.4 will ensure that the County will maintain an adequate supply of residential land to accommodate its RHNA allocation.

PLANNING COMMISSION ACTION

On May 13, 2026, the Avenal Planning Commission was scheduled to hold a duly noticed hearing in which they were anticipated to review and consider making a recommendation on GPA206-01. This staff report was prepared prior to the conclusion of the Planning Commissions deliberation and recommended action. Staff will provide a verbal summary of the Planning Commission's recommended action during the staff presentation.

NOTICE OF CITY COUNCIL HEARING

On or before March 17, 2025, a Notice of Public Hearing was published in the paper of record. At the time this staff report was written, no comments had been received.

ENVIRONMENTAL FINDINGS

The approval of General Plan Amendment No. 26-01 is exempt from California Environmental Quality Act (CEQA) review pursuant to Section 15061(b)(3) of the *Guidelines for the California Environmental Quality Act (CEQA Guidelines).* This section states that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Changes proposed by the Housing Element update are technical changes concerning general policy for the implementation of housing policy and there is no possibility that these changes will have a significant effect on the environment by the act of adopting the Housing Element update. In addition, any development projects will be required to undergo individual environmental review determination, and will either be ministerial, categorically exempt, or subject to individual CEQA review.

RECOMMENDATION:

Staff recommends that the City Council hold a public hearing and consider the following.

Adopt Resolution No. 26-01, which contains the following:

1. Find that the approval of General Plan Amendment No. 26-01 is exempt from CEQA review pursuant to Section 15061(b)(3) of the *California Environmental Quality Act* (*CEQA*) and that the CEQA exemption determination can be made for General Plan Amendment No. 26-01.

2. Find that the Draft 2024-2032 Housing Element is consistent with and will implement the policies of the *2035 Avenal General Plan.*

3. Find that the 2024-2032 Housing Element substantially complies with the requirements of Government Code Section 65580 et seq.

4. Approve General Plan Amendment No. 26-01 and adopt the 2024-2032 Housing Element for incorporation into the *2035 Avenal General Plan*.

EXHIBITS

A. Resolution 2026-XXX
B. Draft Housing Element

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:

GENERAL PLAN AMENDMENT NUMBER 2026-01 OF THE AVENAL GENERAL PLAN FOR ADOPTION OF THE 6TH CYCLE HOUSING ELEMENT UPDATE

RESOLUTION 2026-29

WHEREAS, the California Government Code, Section 65300, requires that the planning agency of each county or city prepare, and the legislative body adopt, a comprehensive, long-term general plan for the physical development of the county or city; and

WHEREAS, from time to time the City of Avenal General Plan requires adjustment of its contents to ensure that it is consistent with current law, is internally consistent, consolidates and coordinates policies from one element to another, and addresses the changing physical needs of the county and the people who live and work here; and

WHEREAS, state law requires that the General Plan include a Housing Element; and

WHEREAS, each jurisdiction within Kings County is required by state law to prepare an update to its Housing Element for the 2024-2032 planning period as the 6th Cycle Housing Element update; and

WHEREAS, on May 4, 2026, in compliance with Section 65585 of the California Government Code, a draft 2024-2032 Housing Element was transmitted to the California Department of Housing and Community Development (HCD) for review; and

WHEREAS, on Month Day, 2026, HCD issued a letter reporting the Draft Housing Element substantially complies with state law, which has been reviewed and considered by the Planning Commission; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing to consider General Plan Amendment No. 26-01 for the 2024-2032 Housing Element update at a special meeting conducted on May 13, 2026, at which time all interested persons were provided an opportunity to offer comments; and

WHEREAS, the Commission closed the public hearing related to General Plan Amendment No. 26-02 on May 11, 2026, and approved Planning Commission Resolution No. 26-05 recommending that the Board of Supervisors adopt the proposed amendment; and

WHEREAS, the approval of General Plan Amendment No. 26-01 is exempt from California Environmental Quality Act (CEQA) review pursuant to Section 15061(b)(3) of the *Guidelines for the California Environmental Quality Act (CEQA Guidelines)*. This section states

that a project is exempt from CEQA if the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Changes proposed by the Housing Element update are technical changes concerning general policy for the implementation of housing policy and there is no possibility that these changes will have a significant effect on the environment by the act of adopting the Housing Element update, and none of the circumstances in Section 15300.2 apply. In addition, any development projects will be required to undergo individual environmental review determination, and will either be ministerial, categorically exempt, or subject to individual CEQA review;

WHEREAS, the only revisions to be made to the draft 2024-2032 Housing Element are formatting edits;

WHEREAS, on May 14, 2026, this Council held a duly noticed public hearing and considered all testimony, the Planning Commission's recommendation, and the staff report concerning General Plan Amendment No. 26-01.

NOW, THEREFORE, BE IT RESOLVED, that this Council finds that the approval of General Plan Amendment No. 26-01 is exempt from CEQA review pursuant to Section 15061(b)(3) of the *Guidelines* for *California Environmental Quality Act* (*CEQA Guidelines*), none of the circumstances in Section 15300.2 apply, and the CEQA exemption determination can be made for General Plan Amendment No. 26-01.

BE IT FURTHER RESOLVED that the Draft 2024-2032 Housing Element is consistent with and will implement the policies of the *2035 Avenal General Plan and that* the 2024-2032 Housing Element substantially complies with the requirements of Government Code Section 65580 et seq.

BE IT FURTHER RESOLVED that this Council approves General Plan Amendment No. 26-01 to adopt the 2024-2032 Housing Element update to the City of Avenal 2035 General Plan, with the only remaining edits to be made for formatting, as shown in Exhibit A. The City Manager or designee is directed to submit the adopted 2024-2032 Housing Element for the 6th Cycle to HCD for certification and is further directed to make any formatting revisions to the adopted Housing Element that may be necessary.

UPON MOTION OF COUNCILMEMBER_____, SECONDED BY COUNCILMEMBER_____, THE FOLLOWING WAS PASSED AND APPROVED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON **MAY 14, 2026**, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____ ATTEST: _____

xxxxxxx, Mayor
CITY OF AVENAL

MARIA A. ORTIZ, City Clerk CITY OF AVENAL

* * * * * * * * * * * * * * * * *

NOTICE OF PUBLIC HEARINGS
CITY OF AVENAL
AVENAL PLANNING COMMISSION
AVENAL CITY COUNCIL

Planning Commission hearing:

The Avenal Planning Commission is scheduled to hold a public hearing to consider the following proposal:

Application 2026-01.
The project involves a request for a Zoning Text Amendment to amend the City's Zoning Ordinance to allow parking lots without a primary use within the Community Commercial (CC) zoning district, subject to approval of a Conditional Use Permit. A Conditional Use Permit (CUP 2026-01) is also requested, should the Zoning Text Amendment be adopted.

When and Where?
6:00 PM, Wednesday, May 13, 2026
Avenal Theater
233 E. Kings Street
Avenal, CA 93204

Applicant:
John Blaine, Aria Community Health Center

Location:
The subject site is located at the southwest corner of South 2nd Avenue and East Tulare Street, in the City of Avenal, and is identified by Assessor Parcel Numbers (APNs) 040-193-001, 040-193-002, 040-193-003, and 040-193-004.

Proposal:
The proposed Zoning Text Amendment would modify the Community Commercial (CC) zoning regulations to permit parking lots without a primary use, subject to approval of a Conditional Use Permit. A Conditional Use Permit (CUP 2026-01) is also requested, should the Zoning Text Amendment be adopted.

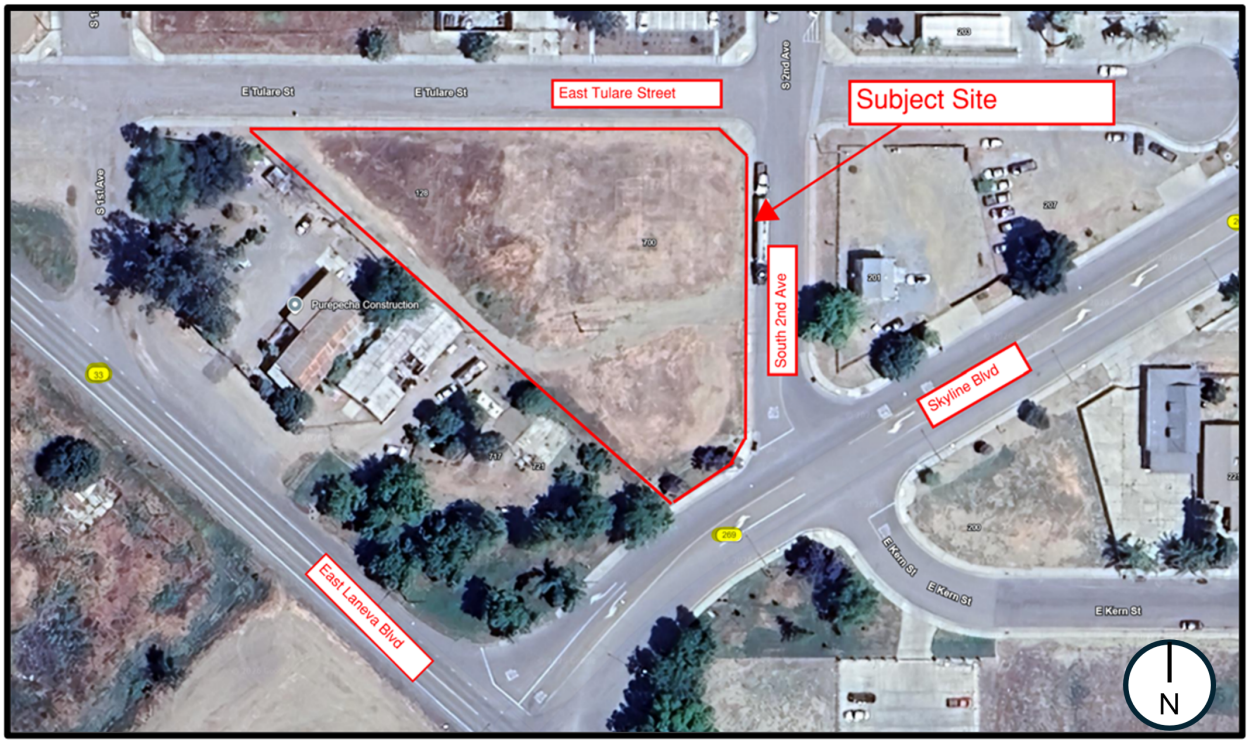
The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3), as the Zoning Text Amendment does not, in itself, authorize any physical development and any future development proposals would be subject to separate environmental review, as required.

City Council Hearing
If recommended for approval by the Planning Commission, the project will be considered in a public hearing by the Avenal City Council on Thursday, May 14, 2026 at 5:15 p.m. (or as soon thereafter as the matter can be heard) at the Avenal Theater, 233 E. Kings Street, Avenal, CA 93204

Contact:
You are welcome to attend this meeting to express your views on this request. Written comments may also be submitted to the City for distribution to the Planning Commission and City Council. If you desire additional information or wish to review the staff report for the project, please contact the City of Avenal Planning Department at 919 Skyline Boulevard, Avenal, CA 93204, or by phone at (559) 386-5766.

Published in The Hanford Sentinel on 4/22/2026

Map 1: Location



THE SENTINEL

See Proof on Next Page

PROOF OF PUBLICATION

The Sentinel
SM California News Media Inc
P.O. Box 9
Hanford, CA 93232
Phone (559) 582-0471
billing@hanfordsentinel.com

Maria Ortiz
919 Skyline Blvd.
AVENAL CA 93204

ORDER NUMBER 583670
Publication- The Hanford Sentinel

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of The Hanford Sentinel, a newspaper printed and published in the City of Hanford, County of Kings, State of California, and which newspaper has been adjudged a newspaper of general circulation by the superior court of the County of Kings, State of California, under the date of October 23, 1951, case number 11623.
That I know from my own personal knowledge the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspapers and not in any supplement thereof on the following dates, to wit:

Section: Legals
Category: 201 Public Notices
PUBLISHED ON:
Apr. 22, 2026

TOTAL AD COST: 278.88
FILED ON: 4/22/2026

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct

Anjana Bhadoriya

(Signed)_____

VERIFICATION

State of Florida
County of Broward

SHERI SMITH
Notary Public - State of Florida
Commission # HH269383
Expires on May 31, 2026

Subscribed in my presence and sworn to before me on this: 04/23/2026

S Smith

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARINGS
CITY OF AVENAL
AVENAL PLANNING COMMISSION
AVENAL CITY COUNCIL

Planning Commission hearing:

The Avenal Planning Commission is scheduled to hold a public hearing to consider the following proposal:

Application 2026-01.
The project involves a request for a Zoning Text Amendment to amend the City's Zoning Ordinance to allow parking lots without a primary use within the Community Commercial (CC) zoning district, subject to approval of a Conditional Use Permit. A Conditional Use Permit (CUP 2026-01) is also requested, should the Zoning Text Amendment be adopted.

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Proposal:
The proposed Zoning Text Amendment would modify the Community Commercial (CC) zoning regulations to permit parking lots without a primary use, subject to approval of a Conditional Use Permit. A Conditional Use Permit (CUP 2026-01) is also requested, should the Zoning Text Amendment be adopted.

The project is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3), as the Zoning Text Amendment does not, in itself, authorize any physical development and any future development proposals would be subject to separate environmental review, as required.

City Council Hearing
If recommended for approval by the Planning Commission, the project will be considered in a public hearing by the Avenal City Council on Thursday, May 14, 2026 at 5:15 p.m. (or as soon thereafter as the matter can be heard) at the Avenal Theater, 233 E. Kings Street, Avenal, CA 93204

Contact:
You are welcome to attend this meeting to express your views on this request. Written comments may also be submitted to the City for distribution to the Planning Commission and City Council. If you desire additional information or wish to review the staff report for the project, please contact the City of Avenal Planning Department at 919 Skyline Boulevard, Avenal, CA 93204, or by phone at (559) 386-5766.

Published in The Hanford Sentinel on 4/22/2026

Map 1: Location

Publish: April 22, 2026

Ad# 583670

AVENAL CITY COUNCIL

STAFF REPORT

Date: May 14, 2026
To: Avenal City Council
From: Teslla Ramirez, Planning Consultant
Subject: Zoning Text Amendment No. 2026-01 (ZTA 2026-01) and related environmental finding

SUMMARY/ RECOMMENDTIAONS:

ZTA 2026-01 proposes an amendment to Table 9.08.030-1 of Title 9 (Zoning Ordinance) of the Avenal Municipal Code to allow "Parking Facility, Off-Site" uses within the Community Commercial (CC) zoning district subject to approval of a Conditional Use Permit.

It is recommended that the City Council take the following actions:

1) Ask the City Planner to deliver the staff report;
2) Ask any questions of staff regarding the project;
3) Open the hearing to the public and ask for any public testimony;
4) Ask for a motion to approve ZTA 2026-01 by adopting Resolution No. 2026-XX

DISSCUSION AND ANALYSIS:

Under the current provisions of Land Use Table 9.08.030-1 of the Avenal Municipal Code, "Parking Facility, Off-Site" uses are not permitted within the Community Commercial (CC) zoning district.

Maurino Lopez of Marlette Associates, on behalf of John Blaine, CEO of Aria Community Health Center, initiated ZTA 2026-01 in conjunction with a proposal to develop an off-site parking facility on a vacant site with minor existing improvements located south of the existing Aria Community Health Center at 148 E. Kings Street.

The subject site proposed for the parking facility is located on separate parcels from the existing health center and is separated by East Tulare Street. Therefore, the proposed parking area is not considered accessory parking associated with a primary use located on the same site and is instead classified as a "Parking Facility, Off-Site" pursuant to Chapter 9.96 (Definitions of Land Uses) of the Avenal Municipal Code.

As "Parking Facility, Off-Site" uses are currently not permitted within the Community Commercial (CC) zoning district, the proposed amendment would modify Line K7 of Table 9.08.030-1 to allow the use subject to approval of a Conditional Use Permit. See

attached Exhibit A for the proposed amendment to Table 9.08.030-1 of the Avenal Municipal Code.

Staff reviewed the proposed amendment and determined the request is appropriate given that off-site parking facilities may support existing commercial, medical, and community-serving uses located within the Community Commercial (CC) zoning district while maintaining Planning Commission oversight through the Conditional Use Permit process.

Concurrent with ZTA 2026-01, the Planning Commission is also reviewing Conditional Use Permit No. 2026-01 ("CUP 2026-01") for development of the proposed off-site parking facility. While the Conditional Use Permit is not subject to City Council approval, CUP 2026-01 would not become effective unless and until ZTA 2026-01 is approved and becomes effective by action of the City Council.

Findings for Zoning Text Amendment:

Pursuant to AMC Section 9.84.030, specific findings must be made prior to approval of a Zoning Text Amendment. Staff reviewed ZTA 2026-01 and determined all required findings can be made as outlined below:

1. The amendment is internally consistent with the goals, objectives, and policies of the General Plan and this title.

The proposed amendment is internally consistent with the goals, objectives, and policies of the Avenal General Plan and Title 9 (Zoning Ordinance) because the amendment would establish a discretionary review process for off-site parking facilities within the Community Commercial (CC) zoning district through approval of a Conditional Use Permit.

2. The amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the community.

The proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the community because future off-site parking facilities would remain subject to Conditional Use Permit review and applicable development standards of the Avenal Municipal Code.

3. The amendment would maintain the appropriate balance of land uses within Avenal.

The proposed amendment would maintain the appropriate balance of land uses within Avenal because "Parking Facility, Off-Site" uses would only be allowed within the Community Commercial (CC) zoning district subject to approval of a Conditional Use Permit.

4. The anticipated land uses on the subject site would be compatible with existing and future surrounding uses.

The anticipated off-site parking facility would be compatible with surrounding commercial and community-serving uses in the area and would support an existing medical use located nearby.

5. The proposed amendment will not have a significant impact on the environment.

The proposed amendment has been reviewed in accordance with the California Environmental Quality Act (CEQA) and determined exempt pursuant to Section 15061(b)(3) ("Common Sense" Exemption) of the CEQA Guidelines because the amendment itself does not authorize physical development and it can be seen with certainty that there is no possibility the amendment would have a significant effect on the environment.

PLANNING COMMISSION ACTION

On May 13, 2026, the Avenal Planning Commission was scheduled to hold a duly noticed hearing in which they were anticipated to review and consider making a recommendation on ZTA 2026-01. This staff report was prepared prior to the conclusion of the Planning Commissions deliberation and recommended action. Staff will provide a verbal summary of the Planning Commission's recommended action during the staff presentation.

NOTICE OF CITY COUNCIL HEARING

On or before April 23, 2026, a Notice of Public Hearing was published in the paper of record. At the time this staff report was written, no comments had been received.

ENVIRONMENTAL FINDINGS

ZTA 2026-01 is exempt from review for environmental impacts as a "common sense" exemption pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines because the proposed Zoning Text Amendment does not authorize physical development and it can be seen with certainty that there is no possibility the amendment would have a significant effect on the environment. Any future development proposals would remain subject to separate discretionary review and environmental analysis, as applicable.

CONCLUSION

Staff reviewed ZTA 2026-01 for consistency with the Avenal Municipal Code and General Plan. Staff determined the proposed Zoning Text Amendment is appropriate and that all required findings pursuant to AMC Section 9.84.030 can be made.

The proposed amendment would establish a discretionary review process for future "Parking Facility, Off-Site" uses within the Community Commercial (CC) zoning district through approval of a Conditional Use Permit, ensuring future projects remain subject to Planning Commission review and applicable development standards of the Avenal Municipal Code.

Staff recommends the City Council approve ZTA 2026-01 and adopt Resolution No. 2026-XX amending Table 9.08.030-1 of the Avenal Municipal Code to allow "Parking Facility, Off-Site" uses within the Community Commercial (CC) zoning district subject to approval of a Conditional Use Permit.

EXHIBITS

A. Proposed Amendment to Table 9.08.030-1
B. Resolution No. 2026-XX

ZONING MAP:

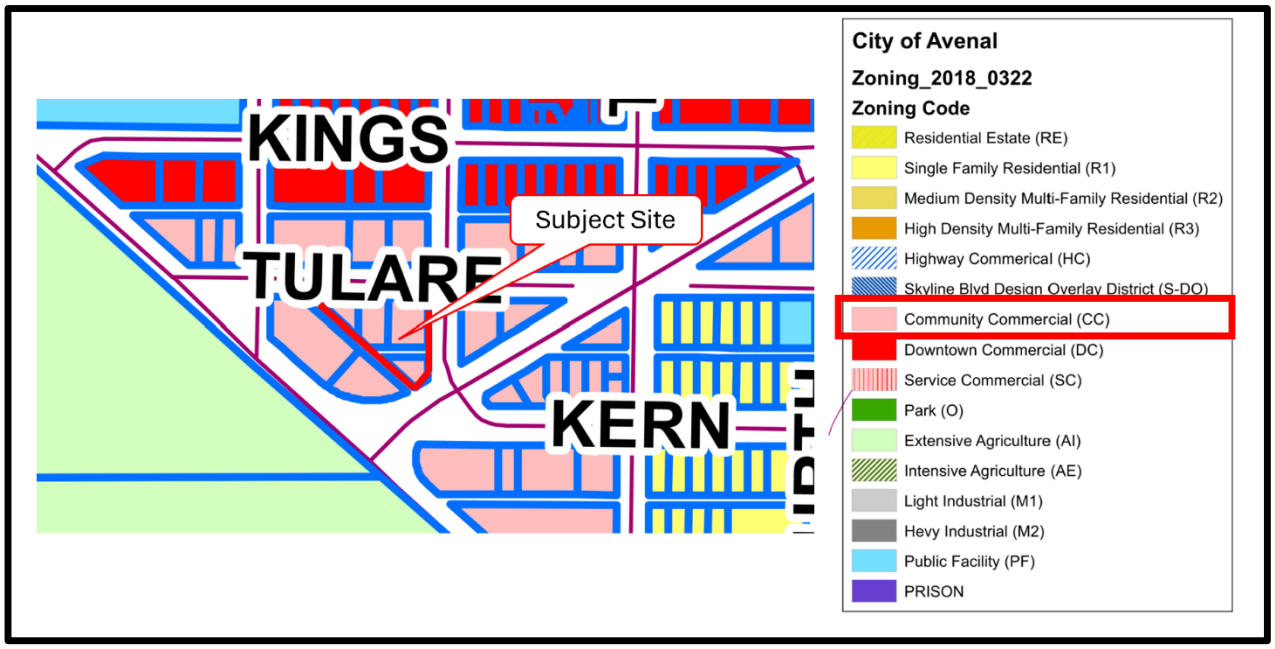

KINGS
TULARE
KERN
Subject Site
City of Avenal
Zoning_2018_0322
Zoning Code
Residential Estate (RE)
Single Family Residential (R1)
Medium Density Multi-Family Residential (R2)
High Density Multi-Family Residential (R3)
Highway Commerical (HC)
Skyline Blvd Design Overlay District (S-DO)
Community Commercial (CC)
Downtown Commercial (DC)
Service Commercial (SC)
Park (O)
Extensive Agriculture (AI)
Intensive Agriculture (AE)
Light Industrial (M1)
Hevy Industrial (M2)
Public Facility (PF)
PRISON

Table 9.08.030-1
Commercial, Office, and Industrial Zones Land Use Table

P = Use is Permitted by Right C = Use Requires Conditional Use Permit
A = Use Requires Administrative Use Permit T = Use Requires Temporary Use Permit
Blank = Use is Not Allowed

	Land Uses	Agricultural Zones		Commercial and Mixed-Use Zones				Industrial, Public, and Open Space Zones				Specific Land Use Standards (See identified Section)
		A-I	A-E	C-C	C-D	C-S	C-H	M-1	M-2	PF	O	
K7	Parking facility, off-site			C		C	C	P	P	P		
K8	Truck stop or travel center						C	C	C			9.60.220
K9	Trucking or transportation terminal		C				C	C	C			
K10	Vehicle impound yard					C		C	P			
K11	Warehouse or distribution center							P	P			
	Other Uses											
L1	Cannabis Cultivation (Indoor)											5.48
L2	Cannabis Cultivation (Mixed Light)											5.48
L3	Receiving cannabis deliveries	P	P									5.48
L4	Cannabis distribution											5.48
L5	Cannabis laboratory testing											5.48
L6	Cannabis manufacturing											5.48
L7	Cannabis processing											5.48

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:	**RESOLUTION 2026-XX**
ZONING TEXT AMENDMENT NO. 2026-01 TO AMEND TABLE 9.08.030-1 OF TITLE 9 (ZONING ORDINANCE) OF THE AVENAL MUNICIPAL CODE TO ALLOW "PARKING FACILITY, OFF-SITE" USES WITHIN THE COMMUNITY COMMERCIAL (CC) ZONING DISTRICT SUBJECT TO APPROVAL OF A CONDITIONAL USE PERMIT	

WHEREAS, Maurino Lopez of Marlette Associates, on behalf of John Blaine, CEO of Aria Community Health Center, submitted an application for Zoning Text Amendment No. 2026-01 ("ZTA 2026-01") to amend Table 9.08.030-1 of Title 9 (Zoning Ordinance) of the Avenal Municipal Code; and

WHEREAS, ZTA 2026-01 proposes an amendment to Table 9.08.030-1 of the Avenal Municipal Code to allow "Parking Facility, Off-Site" uses within the Community Commercial (CC) zoning district subject to approval of a Conditional Use Permit; and

WHEREAS, under the current provisions of Table 9.08.030-1 of the Avenal Municipal Code, "Parking Facility, Off-Site" uses are not permitted within the Community Commercial (CC) zoning district; and

WHEREAS, the proposed amendment was initiated in conjunction with a proposal to develop an off-site parking facility intended to support parking demand associated with the nearby Aria Community Health Center located at 148 E. Kings Street; and

WHEREAS, pursuant to AMC Chapter 9.84, the City Council serves as the final review authority for Zoning Text Amendments within the City of Avenal; and

WHEREAS, the City Council reviewed ZTA 2026-01 in accordance with the requirements of the Avenal Municipal Code and Avenal General Plan and determined all required findings pursuant to AMC Section 9.84.030 can be made; and

WHEREAS, on May 14, 2026, the City Council held a duly noticed public hearing and considered all testimony and the staff report regarding ZTA 2026-01.

NOW, THEREFORE, BE IT RESOLVED, that this Council finds that approval of ZTA 2026-01 is exempt from CEQA review pursuant to Section 15061(b)(3) of the CEQA Guidelines and that the CEQA exemption determination can be made for ZTA 2026-01.

BE IT FURTHER RESOLVED, that the following additional findings associated with ZTA 2026-01 are made:

1. The City Council finds the foregoing recitals to be true, correct, and incorporated herein.
2. The City Council finds ZTA 2026-01 satisfies the required findings for approval pursuant to AMC Section 9.84.030 in that:
   a) The amendment is internally consistent with the goals, objectives, and policies of the General Plan and this title.
   b) The amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the community.
   c) The amendment would maintain the appropriate balance of land uses within Avenal.
   d) The anticipated land uses on the subject site would be compatible with existing and future surrounding uses.
   e) The proposed amendment will not have a significant impact on the environment.

BE IT FURTHER RESOLVED that the City Council approves Zoning Text Amendment No. 2026-01 amending Table 9.08.030-1 of Title 9 (Zoning Ordinance) of the Avenal Municipal Code to allow "Parking Facility, Off-Site" uses within the Community Commercial (CC) zoning district subject to approval of a Conditional Use Permit.

UPON MOTION OF COUNCILMEMBER_____, SECONDED BY COUNCILMEMBER_____, THE FOLLOWING WAS PASSED AND APPROVED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON **MAY 14, 2026**, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____ ATTEST: _____

Alvaro Preciado, Mayor
CITY OF AVENAL

MARIA A. ORTIZ, City Clerk CITY OF AVENAL

* * * * * * * * * * * * * * * * *

AGENDA ITEM NO. 9.- A

City of Avenal

919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766

TO: **The Honorable Mayor and City Council**

FROM: **Antony V. López, City Manager & Jacob S. McAfee, Fire Chief**

DATE: **May 05, 2026**

RE: **Approval of Instructional Services Agreement (ISA) with Fresno City College**

INFORMATION:

The City of Avenal has established a municipal fire department through Ordinance No. 2025-03, adopted on September 25, 2025. The formation of the department provides the city with direct control over fire protection, emergency medical response, and community risk reduction services. Historically, fire protection services were provided through external or contract-based models. The establishment of a city-operated department ensures improved service consistency, local accountability, and alignment with the City's long-term public safety goals.

The proposed budget represents the initial financial framework required to stand up and operate a fully functional fire department during its first year of service.

DISCUSSION

Startup Budget (One-Time Costs)

The startup budget includes one-time expenditures necessary to safely and effectively initiate operations. These costs include, but are not limited to:

- Firefighting equipment (hoses, nozzles, tools)
- Personal protective equipment (PPE) and uniforms
- Communications equipment (portable/mobile radios, base stations, chargers)
- Emergency medical services (EMS) equipment and supplies
- Apparatus outfitting and readiness
- Station setup (lockers, extractor, storage, and basic furnishings)

These investments establish the minimum operational capability required for compliant and effective emergency response and are not expected to recur annually.

City of Avenal
919 Skyline Blvd.
Avenal, CA 93204
Phone: (559) 386-5766

Year 1 Operating Budget

The Year 1 operating budget reflects the ongoing costs required to sustain fire department operations. Primary cost components include:

- Personnel salaries and benefits
- Apparatus fuel, maintenance, and repair
- Equipment testing and compliance (e.g., SCBA, ladders, hose)
- EMS medical supplies and consumables
- Training, certification, and professional development
- Dispatch and communications services

Personnel costs represent the largest portion of the budget, consistent with industry standards for public safety agencies.

Staffing Model

The proposed staffing model for Year 1 is a **2-person daily staffing configuration (2-0 model)** consisting of:

- 1 Fire Captain
- 1 Fire Engineer

This model provides 24/7 response coverage utilizing a 48/96 schedule and is supplemented by:

- Acting assignments (Engineers filling Captain roles when needed)
- Reserve or intern personnel to assist with backfill and operational flexibility

This approach represents a fiscally responsible baseline deployment model designed to meet current service demands while allowing for future scalability.

Service Level and Operational Impact

Approval of the proposed budget will enable the City to provide:

- Immediate and consistent emergency response within city limits
- Fire suppression and emergency medical services capability
- Improved response time reliability
- Local command and control of emergency incidents
- A foundation for future improvements in ISO rating and community risk reduction

City of Avenal
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Avenal, CA 93204
Phone: (559) 386-5766

Risk and Considerations

While the proposed model establishes a functional and sustainable baseline, the following considerations remain:

- Limited staffing depth for simultaneous or complex incidents
- Continued reliance on mutual aid for larger-scale emergencies
- Aging apparatus and infrastructure may require future investment
- Future staffing enhancements may be necessary as call volume or service demands increase

These factors will be evaluated as part of ongoing operational and budget assessments.

Fiscal Impact

The proposed budget consists of two primary components:

- **Startup Costs (One-Time):** Required to establish operational readiness
- **Year 1 Operating Costs (Ongoing):** Required to sustain service delivery

Both components have been developed with a focus on fiscal discipline, operational necessity, and long-term sustainability. The staffing model and phased approach to equipment and infrastructure investment are designed to minimize unnecessary expenditures while ensuring safe and effective service delivery.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Instructional Service Agreement as outlined.
2. Authorize the City Manager and Fire Chief to proceed the execution and implementation of the ISA agreement with State Center Community College District (SCCD) through Fresno City College (FCC)..

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL APPROVING AND ADOPTING AN INSTRUCTIONAL SERVICE AGREEMENT BETWEEN THE CITY OF AVENAL FIRE DEPARTMENT AND STATE CENTER COMMUNITY COLLEGE DISTRICT (FRESNO CITY COLLEGE)	**RESOLUTION 2026-___**

WHEREAS, the City of Avenal Fire Department (AVFD) seeks to enhance training, education, and professional development opportunities for its personnel; and

WHEREAS, State Center Community College District (SCCD), through Fresno City College, is authorized under the California Education Code and title 5 to provide contract instructional services, assessment, and counseling to meet community and workforce needs; and

WHEREAS, the Instructional Service Agreement (ISA) provides a structured partnership whereby Fresno City College delivers accredited education coursework and training services to AVFD personnel; and

WHEREAS, under the ISA, AVFD will provide facilities, instructors, equipment, and program support, while SCCD will provide curriculum oversight, accreditation compliance, and instructional coordination; and

WHEREAS, the ISA establishes a revenue-sharing model in which the City of Avenal receives sixty percent (60%) of eligible state apportionment funding generating from instructional Full-Time Equivalent Student (FTES) hours; and

WHEREAS, the agreement term is from May 1, 2024, through April 30, 2029, with provisions for termination and renewal consistent with public agency agreements; and

WHEREAS, entering into this agreement will improve firefighter training and compliance with state and federal standards; provide college credit opportunities for personnel; support recruitment and retention efforts; and generate revenue to offset training costs.

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON May 23, 2026, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____	ATTEST: _____
Alvaro Preciado, Mayor CITY OF AVENAL	MARÍA A. ORTIZ, City Clerk CITY OF AVENAL

* * * * * * * * * * * * * * * * * *

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found that the foregoing recitals are true;

2. Approves the Instructional Service Agreement between the City of Avenal Fire Department and the State Center Community College District (Fresno City College), attached hereto and incorporated by reference;

3. Authorizes the City Manager and Fire Chief to execute the agreement and any necessary administrative documents, amendments, or extensions consistent with its intent;

4. Authorizes the City Manager and Fire Chief to implement the program, coordinate course delivery, and ensure compliance with all applicable laws, regulations, and agreement provisions;

5. The positions established by this resolution are authorized to be funded under the adopted FY 2025–26 budget and shall be included in the next salary schedule update.

6. Authorizes this resolution to take effect immediately upon adoption.

* * * * * * * * * * * * * * * * * *

INSTRUCTIONAL SERVICE AGREEMENT
STATE CENTER COMMUNITY COLLEGE DISTRICT
& The City of Avenal Fire Department

This Agreement is made and entered into between State Center Community College District (SCCCD), who operates Fresno City College (SCCCD), and **Avenal Fire Department (AVFD)** together known as "the parties".

WITNESSETH

WHEREAS, SCCCD is authorized by the California Education Code ("Education Code") and Title 5 of the California Code of Regulations ("Title 5"), to conduct Contract Instruction, Assessment and Counseling Services to serve community needs; and

WHEREAS, **AVFD** desires to contract with SCCCD to provide educational services to its in-service personnel as set forth herein; and

WHEREAS, the parties mutually desire cooperation of the parties to provide quality instruction and training to meet community needs, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, SCCCD and **AVFD** mutually agree as follows:

Section 1. RESPONSIBILITIES OF SCCCD

a. SCCCD shall offer approved courses to meet educational needs and requirements of the **AVFD** in-service personnel (all class participants are in-service personnel and shall hereafter be referred to as "students"). Such courses shall be approved by AVFD

b. SCCCD shall provide a faculty coordinator to work with AVFD Said faculty coordinator shall act as the **AVFD** co-instructor for all SCCCD affiliated educational courses. Under no circumstances, however, shall the faculty coordinator have authority over the remaining operations of **AVFD**, including but not limited to, personnel issues concerning **AVFD** employees, operational budget, or the use, maintenance, or scheduling of **AVFD** facilities.

c. SCCCD and **AVFD** will mutually ensure ancillary, and support services are provided for the students (e.g. Counseling, Guidance, & Placement Assistance).

d. SCCCD shall assist **AVFD** in registration and other support services to students to adequately manage and control the college's course offerings.

e. SCCCD shall approve the selection of instructors and evaluate the quality of instruction to ensure that it meets the needs of the students and the accreditation requirements of SCCCD. SCCCD shall have the primary right to control and direct the instructional activities of all instructors.

f. SCCCD shall ensure that course offerings meet all appropriate requirements of the Education Code and Title 5.

g. SCCCD shall consult **AVFD** on any revisions to existing SCCCD courses designed for the **AVFD** program, initiation of new courses, or any other changes, to ensure the quality of educational services and to meet the needs of AVFD

h. SCCCD shall provide the use of its facilities and equipment free of charge for use by the **AVFD**, on an as-needed, space available basis for Instructional Service Agreement (ISA) partner programs. SCCCD shall attempt to provide use of said facilities and equipment during normal business hours.

i. SCCCD shall demonstrate control and direction through such actions as: providing the instructor of record an orientation, instructor's manual, Title 5 course outlines, curriculum materials, testing and grading procedures and any other materials and services it would provide its adjunct instructors on campus.

j. By signing this Agreement, SCCCD certifies it does not receive full compensation for direct education costs of the course from any public or private agency, individual or group.

k. SCCCD has the primary right and responsibility to control and direct the activities of the instructors furnished by **AVFD** while they are performing services under the term of this Agreement.

Section 2. RESPONSIBILITIES OF AVFD

a. **AVFD** shall provide classroom space for use as off-campus sites by SCCCD, free of charge for Instructional Service Agreement (ISA) courses.

b. **AVFD** shall provide instructors, equipment, materials, day-to-day management support, and all other related overhead necessary to conduct SCCCD's ISA courses.

c. **AVFD** shall cooperate with SCCCD to ensure all personnel, equipment, and materials used in carrying out its responsibilities under this Agreement conform to Education Code and Title 5 mandated standards governing instructional programs, including minimum qualifications for instructors.

d. **AVFD** shall use the money received as compensation for services under this Agreement for educational and training related purposes as they relate to public safety training programs.

e. A tuition fee of $46/unit for all **AVFD** members enrolled in ISA courses shall be deducted from the gross revenue amount.

f. An off-site health fee of $13 per semester will be waived if students are covered by workers' compensation insurance through their employment with AVFD If **AVFD** fails to provide evidence of workers' compensation coverage, then the off-site health fee will be deducted from the gross revenue for all registered **AVFD** members. **AVFD** affirms that their workers' compensation coverage is current, active, and will be maintained throughout the term of this agreement. Prior to the commencement of each annual term of this agreement, **AVFD** shall deliver to the District Representative a Certificate of Insurance evidence of workers' compensation coverage.

g. Records of student attendance and registration shall be submitted by **AVFD** to SCCCD regularly and then maintained by SCCCD. Records will always be open for review by officials of the college and submitted on a schedule developed by SCCCD, no later than July 1st annually (see Appendix A).

h. By signing this Agreement, **AVFD** certifies the training facility is open to the public and the instructional activities agreed upon herein will not be fully funded by other sources.

Section 3. PAYMENT FOR SERVICES

a. In consideration of the services provided herein, SCCCD shall pay **AVFD** 60% each academic year (July 1st through June 30th) of the state apportionment earned due to eligible instructional Full-Time Equivalent Student (FTES) hours (see Appendix B).

b. Above hours shall not exceed 50,000 Student Instructional Hours (contact hours) per academic year during academic years when the California Community College Chancellor's Office (CCCCO) implements apportionment caps for its colleges. Notice will be provided to **AVFD** no later than October 30th annually if CCCCO apportionment caps are in place for the upcoming academic year.

c. **AVFD** shall submit to SCCCD an invoice for all mutually agreed upon instructional FTES hours provided under this Agreement. SCCCD shall pay **AVFD** the agreed contract price within the agreed upon timeline for the fiscal year, to be established by no later than July 1st annually (see Appendix C). Any adjustments to the fiscal year timeline must be presented a minimum of forty-five (45) days prior to the end of any given course section.

d. Instructional FTES hours are defined as those hours reported on SCCCD's CCFS-320 Report, California Community Colleges Apportionment Attendance Reports, which are subject to audit by SCCCD's independent auditor and the California Community Colleges Chancellor's Office.

Section 4. INDEMNIFICATION

a. SCCCD agrees to indemnify, save, hold harmless, and at **FIRE AGENCY INITIALS**'S request, defend **AVFD**, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to **AVFD** in connection with the performance, or failure to perform, by SCCCD, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of SCCCD, its officers, agents, or employees under this Agreement.

b. **AVFD** agrees to indemnify, save, hold harmless, and at SCCCD'S request, defend the SCCCD, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to SCCCD in connection with the performance, or failure to perform, by AVFD its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of AVFD its officers, agents, or employees under this Agreement.

c. In the event of concurrent negligence on the part of SCCCD or any of its officers, officials, employees, agents or volunteers, and **AVFD** or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

d. This section shall survive expiration or termination of this Agreement.

Section 5. INDEPENDENT CONTRACTOR

a. In performance of the work, duties, and obligations assumed by SCCCD under this Agreement, it is mutually understood and agreed that SCCCD, including all SCCCD's officers, agents, and employees will always be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of AVFD Furthermore, **AVFD** shall have no right to control or supervise or direct the manner or method by which SCCCD shall perform its work and function. However, **AVFD** shall retain the right to administer this Agreement to verify that SCCCD is performing its obligations in accordance with the terms and conditions thereof.

b. SCCCD and **AVFD** shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters subject thereof.

c. Because of its status as an independent contractor, SCCCD shall have no right to employment rights and benefits available to **AVFD** employees. SCCCD shall be solely liable and responsible for providing to, or on behalf of, its employees with all legally required employee benefits. In addition, SCCCD shall be solely responsible and save **AVFD** harmless from all matters relating to payment of SCCCD's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, SCCCD may be providing services to others unrelated to **AVFD** or to this Agreement.

Section 6. INSURANCE

a. Each party shall insure its activities in connection with this Agreement and always maintain insurance with coverage and limit amounts reasonably necessary to protect itself against injuries and damages arising from the acts or omissions caused by each party, their respective Boards, officers, employees, and agents in the performance of this Agreement. This insurance requirement may be satisfied through a program of self-insurance, or insurance coverage afforded to public entities through a Joint Powers Authority (JPA) risk pool.

b. Without limiting the **FIRE AGENCY INITIALS**'S right to obtain indemnification from SCCCD or any third parties, SCCCD, at its sole expense, shall maintain in full force and effect, the following insurance policies, or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

I. Commercial General Liability - Commercial General Liability Insurance with limits of not less than Two Million Dollars ($2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars ($4,000,000.00). This policy shall be issued on a per occurrence basis. **AVFD** may require specific coverage including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability, or any other liability insurance deemed necessary because of the nature of this Agreement.

II. Automobile Liability - Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars ($1,000,000.00) per accident for bodily injury and for property damage. Coverage should include any auto used in connection with this Agreement.

III. Professional Liability - If SCCCD employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars ($1,000,000.00) per occurrence, Three Million Dollars ($3,000,000.00) annual aggregate. SCCCD agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

IV. Worker's Compensation - A policy of Worker's Compensation insurance as may be required by the California Labor Code.

V. Molestation - Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) annual aggregate. This policy shall be issued on a per occurrence basis.

c. Additional Requirements Relating to Insurance

SCCCD shall obtain endorsements to the Commercial General Liability insurance naming the **AVFD**, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by AVFD its officers, agents, and employees shall be excess only and not contributing with insurance provided under SCCCD's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days' advance written notice given to AVFD

SCCCD hereby waives its right to recover from AVFD its officers, agents, and employees any amounts paid by the policy of worker's compensation insurance required by this Agreement. SCCCD is solely responsible to obtain any endorsement to such policy that may be necessary to accomplish such waiver of subrogation, but SCCCD's waiver of subrogation under this paragraph is effective whether SCCCD obtains such an endorsement.

Within thirty (30) days from the date SCCCD signs and executes this Agreement, SCCCD shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the AVFD stating that such insurance coverage have been obtained and are in full force; that the **AVFD**, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the AVFD its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by **AVFD**, its officers, agents and employees, shall be excess only and not contributing with insurance provided under SCCCD's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to AVFD

In the event SCCCD fails to always keep in effect insurance coverage as herein provided, **AVFD** may, in addition to other remedies it may have, suspend, or terminate this Agreement upon the occurrence of such an event.

All policies shall be issued by admitted insurers licensed to do business in the State of California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

Section 7. MISCELLANEOUS PROVISIONS

a. If any provisions of this Agreement are found to be, or become, contrary to applicable law or regulations, or court decisions, SCCCD and **AVFD** agree that the Agreement shall be renegotiated as it relates to said provision, and the remainder of the Agreement shall remain in full force and effect.

b. Term and Termination. The term of this Agreement shall start on May 1, 2024, or upon date of full execution of the agreement if it is after May 1, 2024, and terminate on April 30, 2029. Notwithstanding the foregoing, this Agreement may be terminated at any time, with or without cause, upon written notice given to the other party at least thirty (30) days prior to the end of the term in which classes are currently in session. In the event of such termination, each party shall fully pay and discharge all obligations accruing to the other party up to and including the date of termination. Neither party shall incur any additional liability to the other by reason of such termination.

c. Either party hereto maintains the right to cancel services prior to the beginning of each course at no cost to either party to this Agreement.

d. Nondiscrimination. To the extent required by controlling federal, state and local law, the parties shall not employ discriminatory practices in the provision of services, course instruction, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

e. This Agreement supersedes all other agreements, oral or written, between the parties hereto with respect to the use of the aforesaid facilities or services and contains all covenants and agreements between the parties with respect hereto. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or by anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement, or promise not contained herein shall be valid or binding. Any modification to this Agreement shall be effective only if it is in writing and signed by the **AVFD** and SCCCD in the form of an Amendment to this Agreement.

f. Compliance with Law. In providing the services required under this Agreement, SCCCD shall always comply with all applicable laws of the United States, the State of California, the County of Fresno, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

g. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno, California.

h. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

i. No Third-Party Beneficiaries. The rights, interests, duties, and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

j. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

k. Notice or correspondence required by this Agreement shall be delivered personally or by United States mail as follows:

Fresno City College, First Responder Campus	Avenal Fire Department
Director Peter Cacossa	Fire Chief, Jacob McAfee
3300 East North Avenue	919 Skyline Blvd
Fresno, CA 93725	Avenal, CA 93204

l. The specific course(s) covered under this Agreement are described in the attached Appendix D and are incorporated herein by this reference.

m. **AVFD** shall provide SCCCD with a request to add existing course(s) or sections with a minimum of 45 days advanced notice to SCCCD prior to the class start date. Each additional course of instruction shall require a written agreement to offer the course signed by the agency signatory or his or her designee as well as the SCCCD Vice President of Instruction or designee. The course details must be set forth in writing as with the course(s) listed in Appendix D and will become attachments to this Agreement.

n. Electronic Signatures: The parties agree that this Agreement may be executed by electronic signature as provided in this section. An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example, PDF document) of a handwritten signature. Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation. This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

o. 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 Agreement, binding on the parties according to its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno, California to be effective upon the date of full execution of the contract.

AGENCY NAME:	The City of Avenal Fire Department
AGENCY SIGNATORS: NAME & TITLE: DATE:	Jacob McAfee, Fire Chief **5/14/2026**
ATTEST: NAME & TITLE: DATE:	Antony N. Lopez Mr. Antony Lopez, City Manager **5/14/2026**
  NAME & TITLE: DATE:	**APPROVED AS TO LEGAL FORM:** Moses Diaz, City Attorney 5/4/2026

AGENCY NAME:	**Fresno City College, a college of the State Center Community College District**
AGENCY SIGNATORS: NAME & TITLE: DATE:	 **Dr. David El Fattal, Vice Chancellor of Finance and Administration**
ATTEST: NAME & TITLE: DATE:	 **Dr. Kim Armstrong, Fresno City College Interim President**
  NAME & TITLE: DATE:	**APPROVED AS TO LEGAL FORM:** **Kirsten Corey, General Counsel, State Center Community College District**

APPENDIX A

Projected Student Attendance & Registration Records Schedule for 2024-2025

1. Training Hours & Student Applications Agency Cut Off Date on the last Friday of each month:
    a. Friday, July 26, 2024
    b. Friday, August 30, 2024
    c. Friday, September 27, 2024
    d. Friday, October 25, 2024
    e. Friday, November 29, 2024
    f. Friday, December 27, 2024
    g. Friday, January 31, 2025
    h. Friday, February 28, 2025
    i. Friday, March 28, 2025
    j. Friday, April 25, 2025
    k. Friday, May 30, 2025
    l. Friday, June 27, 2025

2. Due date to SCCCD AJ or FIRET program staff is first Friday of the following month:
    a. Friday, July 5, 2024
    b. Friday, August 2, 2024
    c. Friday, September 6, 2024
    d. Friday, October 4, 2024
    e. Friday, November 1, 2024
    f. Friday, December 6, 2024
    g. Friday, January 3, 2025
    h. Friday, February 7, 2025
    i. Friday, March 7, 2025
    j. Friday, April 4, 2025
    k. Friday, May 2, 2025
    l. Friday, June 6, 2025

3. Deadlines for Any Final Student Applications and Unresolved Academic and/or Financial Holds for the Section:
    a. Friday, May 24 or 31, 2024
    b. Friday, November 22 or 29, 2024
    c. Friday, May 23 or 30, 2025

A new schedule will be sent out every year no later than July 1st for all subsequent contract years, including 2025-2026, 2026-2027, 2027-2028, and 2028-2029.

APPENDIX B

SCCCD Payment Split with Agency

Fire Agencies - Payment is based on the number of FTES (Full-Time Equivalent Student) generated by the training hours submitted. One FTES is equal to 525 contact hours, which are 50-minute hours. To calculate the number of FTES that the agency is paid for, we take the number of training hours and convert that into the number of contact hours (50-minute hours). We then divide that number by 525 to get the total number of FTES. The State of California pays an apportionment rate per FTES. We split that with the agency 60/40.

Fire Agency Example:

Total Agency Training Hours	Trainings Hours to Contact Hours	Contact Hours to FTES	FTES to Apportionment
1000	1000 x 60 / 50 = 1200	1200 / 525 = 2.28	2.28 x ($4840 x 60%) = $6,621.12 (gross revenue)

Fire agency students are awarded college units based on the number of training hours they complete. Units are calculated by converting the training hours into contact hours, and the contact hours into units. There are 54 contact hours in one unit. Units are always rounded down.

Total Training Hours to Contact Hours	Contact Hours to Total Units	Units to Registration Fees	Gross Revenue – Registration Fees = Net Revenue
100 x 60 / 50 = 120	120 / 54 = 2.22 rounded to 2.00	2.00 x $46.00 = $92.00	$6,621.12 - $92.00 = $6,529.12

Police Agencies - Payment is based on the number of units completed by students taking ISA courses. Each ISA course has a unit value. Units are converted into contact hours, and contact hours are converted to FTES. One unit equals 54 contact hours, and there are 525 contact hours in one FTES.

Police Agency Example:

Total Agency Training Units	Training Units to Contact Hours	Contact Hours to FTES	FTES to Apportionment
100	100 x 54 = 5400	5400 / 525 = 10.28	10.28 x ($4840 x 60%) = $29,853.12 (gross revenue)

Units to Registration Fees	Gross Revenue – Registration Fees = Net Revenue
100 x $46.00 = $4,600	$29,853.12 - $4,600 = $25,253.12

The apportionment amount changes annually and is based on the state budget. The amount is available on the California Community College Chancellor's Office website.

APPENDIX C

Section Schedules and Processing Timeframes for 2024-2025 and 2025-2026

AJ and FIRET:

- November 25, 2023-June 14, 2024 (All AJ & FIRET)
- May 25, 2024-December 13, 2024 (All AJ & FIRET)
- November 22, 2024-June 13, 2025 (All AJ & FIRET)
- May 23, 2025-December 12, 2025 (All AJ & FIRET)
- November 21, 2025-June 12, 2026 (All AJ & FIRET)

Paramedics ONLY:

- April 1, 2024-December 13, 2024 (FIRET-136 Only)
- March 31, 2025-December 12, 2025 (FIRET-136 Only)
- July 3, 2023-June 30, 2024 (Paramedic ONLY – Class 58)
- January 2, 2024-December 31, 2024 (Paramedic ONLY – Class 59)
- January 2, 2024-June 28, 2024 (Paramedic ONLY – Class 60)

Projected Timelines for 2024-2025 Submission of Applications and Hours, Registration and Grades, as well as 320 Reports, Invoicing, and Payments per section

AJ & FIRET Section Dates:

SUMMER 2024: 11/25/23-6/14/24

- Training Hours Cut Off for Agency: 5/24/24
- Training Hours Submitted by Agency: 5/31/24
- Yellow Apps (ISA Sr. Program Specialist): 6/3/24-6/7/24
- Registrations (ISA Sr. Program Specialist): 6/10/24-6/12/24
- Positive Attendance Forms (A&R): 6/13/24-6/14/24
- Grades & Attendance Entered (ISA Faculty Coordinator): 6/13/24-6/17/24 by noon
- Due to DO: 6/28/24
- 320 Report Submitted: 7/19/24
- A&R Send 320 Report to SCCCD Academy Director: 7/26/24
- SCCCD Academy Director Confirms and Authorizes Invoice Amounts per Agency: 8/2/24
- Agency Submit Invoice to SCCCD Academy Director: 8/9/24
- SCCCD Sends Invoice for Payment: 8/16/24
- SCCCD Sends Check to Agency: 8/26/24-9/6/24

SPRING 2025: 5/25/24-12/13/24

- Training Hours Cut Off for Agency: 11/22/24
- Training Hours Submitted by Agency: 11/29/24
- Yellow Apps (ISA Sr. Program Specialist): 12/2/24-12/6/24
- Registrations (ISA Sr. Program Specialist): 12/9/24-12/11/24
- Positive Attendance Forms (A&R): 12/12/24-12/13/24
- Grades & Attendance Entered (ISA Faculty Coordinator): 12/13/24-12/16/24 by noon
- Due to DO: 12/27/24
- 320 Report Submitted: 1/17/25
- A&R Send 320 Report to SCCCD Academy Director: 1/24/25
- SCCCD Academy Director Confirms and Authorizes Invoice Amounts per Agency: 1/31/25
- Agency Submit Invoice to SCCCD Academy Director: 2/7/25
- SCCCD Sends Invoice for Payment: 2/14/25
- SCCCD Sends Check to Agency: 2/17/25-2/28/25

APPENDIX C – CONTINUED

SUMMER 2025: 11/22/24-6/13/25

- Training Hours Cut Off for Agency: 5/23/25
- Training Hours Submitted by Agency: 5/30/25
- Yellow Apps (ISA Sr. Program Specialist): 6/2/25-6/6/25
- Registrations (ISA Sr. Program Specialist): 6/9/25-6/11/25
- Positive Attendance Forms (A&R): 6/12/25-6/13/25
- Grades & Attendance Entered (ISA Faculty Coordinator): 6/12/25-6/16/25 by noon
- Due to DO: 6/27/25
- 320 Report Submitted: 7/18/25
- A&R Send 320 Report to SCCCD Academy Director: 7/25/25
- SCCCD Academy Director Confirms and Authorizes Invoice Amounts per Agency: 8/1/25
- Agency Submit Invoice to SCCCD Academy Director: 8/8/25
- SCCCD Sends Invoice for Payment: 8/15/25
- SCCCD Sends Check to Agency: 8/25/25-9/6/25

PARAMEDIC Section Dates:

- Student Names & IDs from Agency: 10 business days prior to the start of the section
- Registrations (Sr. Program Specialist): 5 business days prior to the start of the section
- Training Hours Cut Off for Agency: Last day of the section
- Training Hours Submitted by Agency: Last day of the section
- Positive Attendance Forms (A&R): within 2 business days of the end of the section
- Grades & Attendance Entered (ISA Coordinator): within 3 business days of the end of the section
- 320 Report Submitted: 7/19/24, 1/17/25, 7/18/25, or 1/16/26
- A&R Send 320 Report to SCCCD Academy Director: 7/26/24, 1/24/25, 7/25/25, or 1/23/26
- SCCCD Academy Director Confirms and Authorizes Invoice Amount: 8/2/24, 1/31/25, 8/1/25, or 1/30/26
- Agency Submit Invoice to SCCCD Academy Director: 8/9/24, 2/7/25, 8/8/25, or 2/6/26
- SCCCD Sends Invoice for Payment: 8/16/24, 2/14/25, 8/15/25, or 2/13/26
- SCCCD Sends Check to Agency: 8/26/24-9/6/24, 2/24/25-3/7/25, 8/25/25-9/5/25, or 2/23/26-3/6/26

A new schedule will be sent out every year no later than July 1st for all subsequent contract years, including 2025-2026, 2026-2027, 2027-2028, and 2028-2029.

APPENDIX D - FIRE

FRESNO CITY COLLEGE
ISA COURSE OUTLINE

AGENCY: AGENCY NAME
This course is presented under the ISA contract between Fresno City College and the fire agency pursuant to the terms of said contract. The parties agree to offer the course described herein, under the same terms and conditions as set forth in said contract.

COURSE TITLE: Advanced Firefighter Continuing Education – Effective Spring 2021
COURSE NUMBER: FIRET-233
COURSE HOURS: 24.12-80.1
UNITS: 0.14-1.0

DESCRIPTION:
Satisfies annual mandatory continuing education requirements of local Fire Agencies, Fresno County Health Department, the California State Fire Marshal's Office, and appropriate sections of the California Code of Regulations; may be offered in seminar, lecture, and/or lab format; specific course deliver method to be determined by each respective agency.

LEARNING OUTCOMES AND OBJECTIVES
Course Objectives

1. Given a classroom setting and using knowledge of the Fire Technology discipline, discuss technological advances and revisions to regulations and laws as they apply to the specific fire agency.
2. Given a laboratory setting, apply the physical skills to perform various job-related tasks required by the individual's fire protection agency.
3. Given a simulated incident scenario, apply the appropriate strategy and tactics that will address the following incident priorities: 1) life safety, 2) incident stabilization and 3) property conservation.
4. Given classroom instruction, reading assignments, and laboratory activities describe and apply the appropriate emergency medical treatment protocol for a given patient scenario as per Fresno County EMS.

Course Student Learning Outcomes

1. Demonstrate the proper psychomotor skills and cognitive reasoning ability necessary to perform all job-related tasks. Expected SLO Performance: 70
2. Apply current industry best practices relative to modern fire protection and technology techniques within the scope of employment. Expected SLO Performance: 70

COURSE OUTLINE OF RECORD AVAILABLE ON CURRIQUNET: https://fresno.curriqunet.com/publicsearch/

APPENDIX D - PARAMEDIC

FRESNO CITY COLLEGE
ISA COURSE OUTLINE

AGENCY: Fresno County EMS
These two courses are presented under the ISA contract between Fresno City College and the above agency pursuant to the terms of said contract. The parties agree to offer the course described herein, under the same terms and conditions as set forth in said contract.

COURSE #1 TITLE: Emergency Medical Technician – Paramedic (Didactic)
COURSE NUMBER: FIRET-133
COURSE HOURS: 576
UNITS: 21.5

DESCRIPTION:
Designed to produce qualified and competent EMT - Paramedic educated and trained in all elements of prehospital advanced life support to the acutely ill or injured patients; scope of practice is in accordance with Title 22 of the California Code of Regulations.

LEARNING OUTCOMES AND OBJECTIVES
Course Objectives

1. Perform a scene size-up, identifying scene safety, manpower resources, and rescue needs.
2. Perform an initial assessment identifying and managing immediate life threats.
3. Perform detailed and on-going patient evaluations and apply appropriate treatments.
4. Document and record patient and treatment information.
5. Interact appropriately with all other emergency responders.
6. Manage triage, treatment, transport of patients in a multi-casualty event.
7. Communicate with medical control and dispatch using a variety of electronic devices.

Course Student Learning Outcomes

1. Perform an initial assessment identifying and managing immediate life threats. Expected SLO Performance: 70
2. Perform detailed and on-going patient evaluations. Expected SLO Performance: 70
3. Apply appropriate treatments. Expected SLO Performance: 70

COURSE OUTLINE OF RECORD AVAILABLE ON CURRIQUNET: https://fresno.curriqunet.com/publicsearch/

APPENDIX D – PARAMEDIC (CONTINUED)

COURSE #2 TITLE: Emergency Medical Technician – Paramedic Clinical and Field Work
COURSE NUMBER: FIRET-136
COURSE HOURS: 679.5
UNITS: 13.0

DESCRIPTION:
The student will rotate through two required settings. The hospital rotation consists of various departments including emergency, surgery, labor & delivery and pediatrics, specialty units and Advanced Cardiac Life Support (ACLS), certification. The field, responding with assigned paramedic preceptors, the students will assess the scene, patients and provide appropriate care. The rotations are required to produce qualified and competent EMT-Paramedics who are educated and trained in all elements of prehospital advanced life support to the acutely ill or injured patients, in accordance with local protocols and Title 22 of the California Code of Regulations.

LEARNING OUTCOMES AND OBJECTIVES
Course Objectives

1. Perform a scene size-up, identifying scene safety, manpower resources, and rescue needs.
2. Perform an initial assessment identifying and managing immediate life threats.
3. Perform detailed and on-going patient evaluations and apply appropriate treatments.
4. Document and record patient and treatment information.
5. Interact appropriately with all other emergency responders.
6. Manage triage, treatment, transport of patients in a multi-casualty event.
7. Communicate with medical control and dispatch using a variety of electronic devices.

Course Student Learning Outcomes

1. Perform an initial assessment identifying and managing immediate life threats. Expected SLO Performance: 70
2. Perform detailed and on-going patient evaluations. Expected SLO Performance: 70
3. Apply appropriate treatments. Expected SLO Performance: 70

COURSE OUTLINE OF RECORD AVAILABLE ON CURRIQUNET: https://fresno.curriqunet.com/publicsearch/

APPENDIX D - POLICE

POLICE ISA COURSE LIST - FRESNO CITY COLLEGE

All ISA courses are presented under the ISA contract between Fresno City College and the police agency are pursuant to the terms of said contract. The parties agree to offer the courses described herein, under the same terms and conditions as set forth in said contract. Minimum contact hours must be met as defined in the Course Outline of Record.

Fresno County Sheriff's Office:

AJ-233A	Tactical Firearms (PSP)
AJ-233B	Firearms - Tactical Rifle
AJ-233C	Civil Procedure for Law Enf Officers
AJ-233F	Wilderness Tracking
AJ-233G	Electronic Weapons
AJ-233H	Driving (PSP)
AJ-233I	Court & Temporary Holding Facility
AJ-233J	Advanced Officer Course
AJ-233K	Arrest & Control Update
AJ-233L	Training Conference
AJ-233M	Patrol Canine Handler Update
AJ-233N	Search and Rescue Training Update
AJ-233O	Underwater S&R Update
AJ-233P	S&R Inclement Weather Update
AJ-233Q	Intro to Tactical Dispatcher Course
AJ-233R	Response to Active Shooters Update
AJ-233S	Training Conf Gang Update
AJ-233T	Training Conf Active Shooter Update
AJ-233U	Training Conf Emotional Survival Update
AJ-233V	Officer Skills Orientation Update
AJ-233W	Pursuit Interv Tech PIT Update
AJ-233X	Critical Incident Stress Debrief Update
AJ-233Y	De-Escalation Update
AJ-233Z	Regular Basic Course Mod I
AJ-234	Adult Corrections Officer Core Course
AJ-234A	Adult Corr Officer Core Enh Course
AJ-234B	PC 832 Laws of Arrest
AJ-234C	PC 932 Firearms
AJ-235	Res Officer - Firearms Update
AJ-235A	Res Officer - Vehicle Trans Update
AJ-235B	Res Officer Driver Aware < 100 Update
AJ-235C	Res Officer - E.V.O.C. Update
AJ-235D	Res Officer - C.P.R. / A.E.D. Update
AJ-235E	Res Officer - First Aid Update
AJ-235F	Res Officer - Elect & Imp Weap Update
AJ-235G	Res Officer - Report Writing Update
AJ-236	Use of Force Update

Clovis Police Department:

AJ-240	Arrest and Control Update
AJ-240A	Tactical Rifle for Law Enforcement
AJ-240B	Firearms Update
AJ-240D	Driver Training - Emerg Vehicle Update
AJ-240E	Bias Based Policing Update Training
AJ-240F	Principled Policing Update
AJ-240G	First Aid for Medical Injuries Update
AJ-240H	CPR / AED Update Training
AJ-240I	First Aid for Traumatic Injuries Update

APPENDIX D – POLICE (CONTINUED)

Fresno Police Department:

AJ-245A	Arrest & Control Techniques Update
AJ-245B	Baton User Update
AJ-245C	Canine Agitator
AJ-245D	Detective School
AJ-245E	Driver Awareness Instructor
AJ-245F	Driver Awareness Update
AJ-245G	Driver Training Instructor
AJ-245H	PIT Instructor
AJ-245I	Driver Training/EVOC/PIT Update
AJ-245J	Driver Training Simulator
AJ-245K	Driving / Force Option Simulator Combo
AJ-245L	Drug Facilitated Sexual Assault
AJ-245M	Electronic Weapons
AJ-245N	Firearms Instructor Update
AJ-245O	Tactical Handgun
AJ-245P	Tactical Rifle Advanced
AJ-245Q	Tactical Rifle Update
AJ-245R	Tactical Rifle 1st Responder
AJ-245S	Tactical Shotgun
AJ-245T	Tactical Handgun Advanced
AJ-245U	First Aid & CPR Refresher
AJ-245V	Force Option Simulator
AJ-245W	Less Lethal Weapons
AJ-245X	Mental Illness Awareness Refresher
AJ-245Y	Officer Safety/Field Tactics
AJ-245Z	Officer Safety/Field Tactics Update
AJ-246	Rifle Marksmanship and Sniper
AJ-246A	Search/Arrest Warrant
AJ-246B	Traffic Collision Investigation Update
AJ-246C	Use of Force Update
AJ-246D	Perishable Skills Program I
AJ-246E	Perishable Skills Program II
AJ-246F	Rifle Instructor
AJ-246G	K9 Handler Update
AJ-246H	MACTAC Multi Assault Ctr Terr Act Cap
AJ-246I	Basic Bicycle Patrol
AJ-246J	Drug/Alcohol Stand Field Sobriety Upd
AJ-246K	Crisis Intervention Training
AJ-246L	Critical Incident Articulation Update
AJ-246M	Residents' Police Academy
AJ-246O	Use of Force Update
AJ-246P	Domestic Violence Update
AJ-246Q	MRDS-Miniaturized Red Dot Sight Oper

All approved Course Outlines of Record may be access via the following link:
https://fresno.curriqunet.com/publicsearch/

AGENDA ITEM NO. 9.- B

City of Avenal
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Avenal, CA 93204
Phone: (559) 386-5766

TO: **The Honorable Mayor and City Council**

FROM: **Antony V. López, City Manager & Jacob S. McAfee, Fire Chief**

DATE: **May 14, 2026**

RE: **Review, Ratify, & Approve Activities to Start the Avenal Fire Department and proposed FY 2025/2026 & 20FY 2026/2027 Fire Department Budget**

INFORMATION:

The City of Avenal continues to make significant efforts toward establishing an independent municipal fire department focused on improving local control, enhancing emergency response capabilities, and developing a sustainable, community-centered public safety organization.

Over the last several months, substantial progress has been made toward establishing the operational, administrative, and logistical framework necessary to transition into a fully operational municipal fire department. The City's approach continues to focus on developing a scalable and fiscally responsible emergency services organization capable of meeting both current and future community needs.

As Fire Chief, staff and command personnel have continued advancing multiple operational objectives simultaneously, including staffing development, financial planning, infrastructure preparation, emergency medical services integration, communications implementation, equipment procurement, policy development, and regional coordination.

The Mission of the Avenal Fire Department is to:

> ***"Advance public safety through data-informed response, proactive risk reduction, and collaborative solutions that protect people, safeguard property, and fortify the long-term resilience and prosperity of our community."***

The proposed operational model, budget, dispatch agreement, and apparatus maintenance contract is intended to provide an initial foundation for emergency services while supporting future growth opportunities, operational resiliency, regional mutual aid participation, and long-term organizational sustainability.

These proposed positions, agreements, and contracts reflect a scalable and efficient model that balances immediate operational needs with long-term sustainability.

Staff is asking Council to consider

- **Approval of a proposed budget for FY 2025/2026 & FY 2026/2027;**
- **An agreement with Fire Apparatus Solutions for fleet maintenance; and**
- **Dispatching services with Fresno County EMS.**

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UPDATE ON STAFFING MODEL

The Avenal Fire Department will be structured around a company-based staffing model, 48-96 schedule, initially targeting 3-0 staffing (three personnel per shift), with the long-term goal of expanding to 4-0 staffing as resources, recruitment, and operational capacity increase.

Core Staffing

- **Three (3) Fire Captains**
  Company officers responsible for leadership, supervision, and incident command during emergency operations. There will be one full time paid professional fire captain on duty per shift.
- **Three (3) Fire Engineers**
  Technical operators responsible for apparatus, pump operations, and water supply systems, while also serving as firefighters during incidents. There will be one full time paid professional fire engineer on duty per shift.
- **Firefighters (Future Full-Time Positions)**
  As the department matures, full-time firefighter positions will be introduced to strengthen baseline staffing and provide a pathway for the support personnel. **Currently, firefighter positions will be filled by "Intern Firefighters" in a partnership with Fresno City College work study program.** These firefighters are licensed Emergency Medical Technician (EMT) and have been through a California State Fire Marshal (CSFM) certified Firefighter I/II academy. There will be one intern firefighter per shift. While these internships are unpaid, the City has allotted up to 9k per semester to subsidize the cost of participation and strengthen the intern program for the Avenal Fire Department.

Supplemental Staffing (Immediate Support)

- **Four (4) Reserve Firefighters**
  Flexible, trained personnel providing coverage during peak demand, large incidents, and staffing gaps. Reserve firefighters will have EMS and firefighting training both through local training and CSFM curriculum and certification standards.
- **Volunteer Firefighters (As Needed)**
  Community-based responders who support emergency operations, training, and public safety efforts as capacity allows. Another pathway for youth and locals, that represents the most basic entry point to public service. These individuals will not be able to do interior firefighting tasks but will be able to learn and training with professionals to put them on certification pathways to perform more advanced tasks in the future.

RECRUITMENT STATUS

The City has already made conditional offers to all three Fire Captain and Fire Engineer positions, with the expectation of starting a two-week fire academy from May 18th-29th. These positions are critical to establishing operational leadership and ensuring safe and effective emergency response capabilities.

Recruitment for reserve and volunteer positions have begun as well to build depth and flexibility within the department.

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OPERATIONAL APPROACH

This staffing structure allows the City to:

- Establish immediate baseline emergency response capability
- Maintain fiscal responsibility while building the department
- Develop a pipeline of trained personnel from volunteer and reserve ranks
- Improve first due operational capabilities

START UP AND YEAR 1 COSTS – Resolution 2026-31

Initial start-up costs consist of one-time expenditures required to establish a base for future operations. The total start-up cost is projected to be $957,479-$1,104,682. For the first full year of operations, the Initial annual projection is $1.2-1.3 million for personnel pay and benefits with an additional $250k-350k for operational costs. This. Provides a fully operational fire department with a fully estimated operating cost of $1.5-1.6 million. These costs support a base staffing level of a 2-0 staffed fire engine with paid professional firefighters and the ability to increase staffing to 3-0 daily more that 50% of the year and 4-0 staffing more than 25% of the year.

FIRE APPARATUS FLEET ASSESSMENT AND REALIGNMENT

As Fire Chief, I conducted a comprehensive operational and fiscal needs assessment of the City of Avenal Fire Department's apparatus fleet in coordination with our contracted fire apparatus maintenance and repair vendor, Fire Apparatus Solutions. This assessment evaluated the current condition, long-term reliability, operational capabilities, maintenance trends, replacement sustainability, and overall alignment of the fleet with the services the department is expected to provide both within the City of Avenal and throughout surrounding regional response areas.

At the onset of this evaluation, the department's fleet consisted of one Type 6 Aircraft Rescue and Firefighting (ARFF) Rapid Intervention Vehicle, one Type 1 structural fire engine, one aerial ladder truck, one Type 3 wildland engine, and one water tender. While these resources provided a broad range of capabilities on paper, the assessment identified several operational and fiscal inefficiencies within the fleet configuration. Certain apparatus were either not ideally suited for the department's projected service delivery model, carried increasing maintenance and reliability concerns due to age and parts availability, or lacked operational redundancy necessary to maintain uninterrupted service delivery when apparatus are out of service for repairs or preventative maintenance.

Following this assessment, and after evaluating current and future community risk profiles, emergency response demands, regional mutual aid expectations, and long-term fiscal sustainability, the decision was made to strategically realign the fleet into a configuration better suited to support the department's operational mission and long-term organizational stability.

The proposed fleet realignment consists of:

- One aerial ladder truck
- Two Type 1 fire engines (one frontline apparatus and one reserve apparatus)
- One Type 6 wildland apparatus
- One water tender

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Additionally, the department intends to pursue acquisition of a Type 3 wildland engine in the future through participation in California Office of Emergency Services (Cal OES) regional and statewide mutual aid programs, grant opportunities, or excess equipment programs. This phased approach allows the department to maintain essential operational capabilities while avoiding unnecessary immediate capital expenditures.

This realignment provides several significant operational and fiscal advantages. First, it reduces the average age of the fleet by approximately 20 years, substantially improving reliability, reducing downtime, and decreasing escalating preventative maintenance and repair costs associated with aging apparatus. The reduction in lifecycle maintenance costs will contribute directly to the long-term sustainability of the department's fleet program and overall operating budget.

Second, the revised fleet configuration better aligns apparatus capabilities with the actual incident types and response environments encountered by the department. The addition of a dedicated reserve Type 1 engine creates operational redundancy and ensures continuity of service when frontline apparatus are unavailable. This is particularly critical for maintaining uninterrupted emergency response capabilities within the city and surrounding response areas.

Furthermore, retaining both a Type 6 wildland apparatus and water tender enhances the department's ability to effectively respond to incidents within the wildland-urban interface and surrounding rural environments. These apparatus provide flexibility in deploying the most appropriate and efficient resource based on incident type, access limitations, fuel conditions, and water supply challenges.

The cost for each of the three newer apparatus is already included in the start-up budget expenditures at a total of $435,000 dollars and includes the following apparatus;

- 2021 Type VI wildland apparatus; $185,000
- 2010 Type I pumper w/57,000 miles; $75,000
- 2011 Type I pumper w/3,800 miles; $175,000

To help offset this cost, during the realignment, the previous ARFF apparatus, Type I engine, and Type III engine will be sold. The anticipated selling cost of all three apparatus is $254,000 resulting in a net expenditure cost of $181,000 for all three apparatus. Lastly, the department anticipates being active in supporting wildfire response across the state through cooperative agreements which will drive cost recovery, with the expectation that before the second year of operation all costs for the new fleet realignment will be net zero.

Overall, this fleet realignment represents a strategic and fiscally responsible modernization effort designed to build a sustainable apparatus program that supports emergency response readiness, operational resilience, firefighter safety, regional mutual aid participation, and the long-term needs of the City of Avenal and surrounding communities.

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FIRE APPARATUS MAINTENANCE AND REPAIR CONTRACT - Resolution 2026-32

As the department has taken shape, the condition, number, and type of apparatus needed to support our community has been a focal point. To ensure timely and quality maintenance and repairs of the fleet, the department intents to contract with Frie Apparatus Solutions to perform required testing, maintenance, and repair of all apparatus.

Fire **A**pparatus **S**olutions shop and main office is currently based in Rialto, CA. FAS has been in business for over sixteen years, with 23+ years of experience, FAS was founded in 2005 and was incorporated in 2009. Kalmikov Enterprises, Inc is the company's corporation name, and the DBA is Fire Apparatus Solutions. Their property is approximately 64,000 square feet and currently employ a total of 54 employees, 5 locations throughout Ca.

FAS technicians possess over 20-year average of experience servicing heavy duty vehicles, fire apparatus and specialty equipment. They provide service, maintenance and repairs for the complete apparatus, including Darley, Waterous & Hale pumps, ladder repair, cab & chassis service & repair. Additional repairs offered at our facility include body repair, panel/ structural/ plumbing modifications. They can provide Pump testing and 3rd party Ladder testing. They are also capable of performing quarterly and annual NFPA/D.O.T. Compliance inspections to maintain your fleet. FAS is proficient in electrical, air systems, welding of Stainless steel, steel and aluminum. Overall, they can perform all major and/or minor bumper to bumper truck service & repair.

FAS is a full-service dealer representing Apparatus sales, service and parts for: Smeal Fire Apparatus, US Tanker, Danko, Spartan Chassis, Ladder Tower Company (REV Brand). Their sole business is only Fire Apparatus. FAS specializes in PM, major and minor repairs. In addition to the previous mentioned manufactures FAS services numerous other products. FAS is also an authorized warranty service center for other Apparatus manufacturers. Such as: KME, BME, Rosenbauer, MCB, & Sutphen.

FIIRE DISPATCH CONTRACT RATIFICATION - Resolution 2026-33

The effective and reliable emergency dispatch services are critical to the safe and efficient operation of the City's fire and emergency response system. As the Fire Chief, one of my top priorities has been to find and establish and effective communications network that supports the City's ability to provide fire protection to the City and Avenal and support our surrounding partners when needed. The County of Fresno, through the Fresno County EMS Communications Center, has the capability and operational infrastructure necessary to provide centralized fire dispatching services for the City of Avenal Fire Department. Fresno County EMS Communications and the City of Avenal have proposed service agreement that establishes a coordinated dispatching relationship between the City of Avenal and the County of Fresno for fire suppression and emergency medical dispatching services. The agreement, in the form of a contract will $9,031 per quarter for a period of 18 months and begins on June 1, 2026.

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RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Fire Department budget plan as outlined, ratifying all prior expenses and activities related to starting the Fire Department;
2. Approve the ratification of the communication dispatch agreement as described; and
3. Approve the Fire Apparatus Solutions contract for service; and
4. Authorize the City Manager, and Fire Chief, or their designee, to execute all necessary agreements, documents and procedures related to establishing a fully functional municipal fire department.

AVENAL FIRE DEPARTMENT BUDGET AND SERVICE DELIVERY STUDY SESSION

The "Mission" of the Avenal Fire Department is to "Advance public safety through data-informed response, proactive risk reduction, and collaboration to protect people, property, and enhance community resilience".

May 01, 2026

PURPOSE

Present	Present total start up costs
Present	Present 1st year operating budget
Explain	Explain staffing model and service delivery
Identify	Identify risks, gaps, and future needs

WHAT WE ARE BUILDING

- Full municipal fire department from inception
- Initial service model (Combination fire department)
  - **2-0 daily staffing model (full paid professionals)**
    - Captain and Engineer
    - Fire suppression and EMS BLS capability
    - **Supported by Intern, Reserve, and Volunteer firefighters**
    - Intern firefighters work a normal firefighter shift and serve as the firefighter on the engine. No backfill for a vacancy at the firefighter position.
      - Results in **70-85% of the year having at least 3-0 engine company.**

WHAT WE ARE BUILDING

- Goal, to recruit 4-7 reserve firefighters and 7 volunteer firefighters to further increase staffing, expand service delivery or seasonal up staffing, and support out of county/OES wildland deployment participation.
  - With 7 reserve firefighters and intern firefighters, the city would be able to provide a **4-0 engine company or (2) 2-0 staffed apparatus, 60% of the year (219 days).**
  - Wildland deployments provide revenue to the city.
  - Hiring reserve and volunteer firefighters provides training and income opportunities for people in the City.
- Scalable for future growth
- Also includes other fire protection services and divisions such as training, community risk reduction, public education, inspection and code enforcement, fire investigation, Engineering (plan review), emergency management, mobile integrated health care, and more.

BUDGET OVERVIEW

- Two primary components
  - Start-up/One-time costs
  - Year One operating costs
    - Personnel Pay and Benefits
    - Operational costs
  - **Start up Costs**
    - Total= **$975,303.00**
- Year 1 Operating Costs
  - **Total Operating costs**
    - Total= **$1,565,202.00 - $1,635,278.00**
      - Pay and Benefits= **$1,299,860.00**
      - Operational Costs= **$265,342 - $335,418**

START UP COST

Avenal Start up Budget							
RADIOS							
Item	Purchased	Location	QTY	Received	Unit Price	Low Value Start up Cost	Recommended Start up Cost
Total						$115,116.00	$115,116.00
Apparatus Bay/Sleeping Quarters							
Total						$155,000.00	$155,000.00
Station Systems							
Total						$115,000.00	$140,000.00
KITCHEN							
Total						$2,500.00	$5,000.00
TOOL ROOM & BAY							
Total						$3,850.00	$5,215.00
TURNOUT ROOM							
Total						$24,500.00	$30,500.00
BEDROOMS (4)							
Total						$7,400.00	$7,400.00
OFFICE							
Total						$2,800.00	$2,800.00
STATION SUPPLIES							
Total						$370.00	$540.00
PPE							
Total						$94,089.00	$117,990.00
RMS/LMS							
Total						$15,030.00	$15,030.00
Apparatus Equipment							
Total						$136,463.00	$174,712.00
Vehicle (New)							
Total						$369,000.00	$430,000.00
Apparatus Maint/Repair/Contracts							
Total						$45,000.00	$46,000.00
Misc							
Total						$23,000.00	$26,000.00
Revenue							
Total						$151,621.00	$166,621.00
Pre-Revenure Overall Total						$1,109,118.00	$1,271,303.00
Overall Total						$957,497.00	$1,104,682.00

BUDGET OVERVIEW

- **Year 1 Pay and Benefits= $1,299,860.00**
  - Pay and Benefits Includes the following
    - Eight full time paid positions
      - Fire Chief (1)
      - Assistant Fire Chief (1)
      - Captain (3)
      - Engineer (3)
    - Intern, Reserve, and Volunteer positions
      - Intern (4)
      - Reserve (4)
      - Volunteer (3)
  - Note: Personnel pay and benefits cost includes; projected overtime costs, health care, retirements, taxes, appropriate salary step, and intern, reserve, and volunteer stipend amounts.

PAY AND BENEFITS

Position	Salary Min.
Fire Chief	$135,000.00
Assistant Chief	$105,000.00
Captain 1	$80,021.76
Captain 2	$80,021.76
Captain 3	$80,021.76
Captain 4	$ -
Engineer 1	$72,013.76
Engineer 2	$72,013.76
Engineer 3	$72,013.76
Engineer 4	$ -
Reserve Firefighter 1	$16,500.00
Reserve Firefighter 2	$16,500.00
Reserve Firefighter 3	$16,500.00
Reserve Firefighter 4	$16,500.00
Volunteer Firefighter 1	$6,600.00
Volunteer Firefighter 2	$6,600.00
Volunteer Firefighter 3	$6,600.00
Intern Firefighter 1	$9,000.00
Intern Firefighter 2	$9,000.00
Intern Firefighter 3	$9,000.00
Intern Firefighter 4	$9,000.00
Totals	$775,900.00
Min. Estimate	$1,299,860.79

- **Year 1 Pay and Benefits= $1,299,860.00**
- **Intern, Reserve, and Volunteer stipend**
  - **Intern: $2000 - $9000 per year**
  - **Reserve: $125 per 24 hours shift**
  - **Paid Call Volunteer: $25 per call**

Reserve Firefighters would receive $125 per 24/hour shift | $150 per backfill
Volunteer Firefighters would receive $25 per call
Student Intern: Pay would be per semester stipend ($2k, $2.5k, $3k)

BUDGET OVERVIEW

- **Year 1 Operational Costs= $265,342 - $335,418**
  - Operational Costs Include the following:
    - Communications
    - Fire Station Living Quarters Lease
    - Fire Station Systems
    - Fire Station Supplies and content
    - Personal Protective Equipment (Structure, Wildland, SCBA)
    - RMS/LMS
    - Apparatus Equipment
    - Maintenance, repair, and contracts
    - Training and Fire Prevention
    - Uniforms
- Note: Projections and assumptions made based on industry best practice, financial information available, and professional experience.

YEAR 1 TOTAL OPERATING COST

- Year 1 **Total Operating costs**
- Total= **$1,546,802.00-$1,596,478.00**
  - Pay and Benefits= **$1,299,860.00**
  - Operational Costs= **$265,342-$335,418**

Operating Budget Year 1							
Communications							
Total						$7,290.00	$7,290.00
Fire Station living quarters							
Total						$18,000.00	$22,800.00
Station Systems							
Total						$0.00	$1,750.00
Turnout Room							
Total						$0.00	$0.00
Total						$0.00	$0.00
Captain Office							
Total							
Office							
Total						$0.00	$0.00
Station Supplies							
Total						$4,000.00	$6,000.00
PPE							
Total						$27,898.00	$39,898.00
RMS/LMS							
Total						$13,230.00	$13,230.00
Apparatus Equipment Maint.							
Total						$51,794.00	$82,794.00
Equipment Replacement							
Total						$11,000.00	$16,000.00
Vehicle (New)							
Total		Lease Purchase Recommended				$0.00	$0.00
Apparatus Maint/Repair/Contracts							
Total						$131,774.00	$153,900.00
Misc (Uniforms and Badges)							
Total						$8,750.00	$10,750.00
Personnel Costs (Total)							
Personnel (Salary/Benefits/OT projections)						$1,299,860.00	$1,299,860.00
Total						$1,299,860.00	$1,299,860.00
Training							
Total Training program (Props/equipment, etc)			1			$25,000.00	$25,000.00
Capital							
Big dollar amount purchases for future			1			$0.00	$0.00
Revenue							
ISA Revenue			1			$12,744.00	$18,000.00
Total						$1,546,802.00	$1,596,478.00
Total - Revenue						$1,534,058.00	$1,578,478.00

FUTURE CONSIDERATIONS

- **Future Considerations (Year 2+)**
  - Potential move to fully paid **3-person staffing**
  - Additional firefighter positions
  - Apparatus modernization (aging fleet)
  - Expanded EMS capabilities
  - Facility improvements
- **Talking Points:**
- Year 1 = foundation
  - Future growth tied to:
    - Call volume
    - Risk
    - Fiscal Considerations
    - Council direction

CLOSING CONSIDERATIONS

- This plan is:
  - Realistic
  - Improved
  - Scalable
  - Financially responsible
- Builds a modern fire department from the ground up, increasing initial engine company staffing and station reliability.
- The improved first on scene staffing allows for faster water application, search, and incident stabilization while improving EMS capability for cardiac arrests, traumas, and multi patient incidents.
- It also allows for great flexibility for incidents required multiple apparatus types and or the ability to deploy to staffed apparatus to larger geographic locations.

Thank you

“We are not just funding a department—we are building an organization that provides more that just service to the community but is apart of it. It exists to protect people, safeguard property, and fortify the long-term resilience and prosperity of our community”.

WRAP UP/QUESTIONS



BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL APPROVING THE AVENAL FIRE DEPARTMENT YEAR 1 OPERATING BUDGET AND RELATED STARTUP EXPENDITURES

RESOLUTION 2026-_31_

WHEREAS, pursuant to Section 4-12.1 of the Avenal Municipal Code, the Avenal Fire Department was established as a department of the City of Avenal on September 11, 2025, to provide municipal fire protection and emergency response services; and

WHEREAS, the City of Avenal is establishing and developing the Avenal Fire Department to provide fire suppression, emergency medical services, rescue response, disaster response, public education, fire prevention, and community risk reduction services to the residents of the City of Avenal; and

WHEREAS, the City Council has determined that the establishment of an independent municipal fire department is necessary to improve local control, operational flexibility, emergency response capabilities, and long-term public safety sustainability; and

WHEREAS, the Fire Chief and City staff have developed a comprehensive operational and financial plan for the startup and phased implementation of the Avenal Fire Department; and

WHEREAS, the proposed budget includes startup costs, personnel costs, operational expenses, communications infrastructure, apparatus and equipment costs, station infrastructure costs, emergency medical services integration costs, and related operational expenditures necessary to establish and operate the Avenal Fire Department; and

WHEREAS, the proposed operational model establishes a professional and progressive combination fire department utilizing full-time paid personnel, firefighter interns, reserve firefighters, and volunteer firefighters; and

WHEREAS, the proposed budget framework includes projected Year 1 operational expenditures intended to support long-term fiscal sustainability and operational readiness; and

WHEREAS, the proposed budget also includes operational costs associated with emergency communications systems, fire apparatus maintenance, firefighter protective equipment, SCBA systems, training, records management systems, learning management systems, and related operational infrastructure; and

WHEREAS, the City Council has reviewed the proposed Fire Department Year 1 Operating Budget and finds that approval of the budget is necessary and appropriate to support the continued establishment and operation of the Avenal Fire Department. This budget may be amended and brought back to full adoption with the rest of the City's FY 2025/2026 & FY 2026/2027 Budgets through the normal public hearing and approval process.

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON May 14, 2026, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____ ATTEST: _____

Alvaro Preciado, Mayor
CITY OF AVENAL

MARÍA A. ORTIZ, City Clerk
CITY OF AVENAL

* * * * * * * * * * * * * * * * * *

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found that the foregoing recitals are true;

2. The City Council hereby approves the Avenal Fire Department Year 1 Operating Budget, including associated startup expenditures, operational costs, personnel expenditures, equipment purchases, communications systems, and related fire department operational expenses;

3. The City Council authorizes the City Manager, Finance Department, and Fire Chief to implement and administer the approved budget consistent with City purchasing policies, financial procedures, and applicable laws;

4. The City Council authorizes the Fire Chief, or designee, to proceed with operational implementation activities associated with the approved budget, including staffing, equipment procurement, training, communications implementation, apparatus preparation, emergency medical services integration, and related operational development activities;

5. The City Council authorizes the City Manager, or designee, to make non-substantive administrative adjustments to budget categories as operationally necessary, provided that such adjustments remain within the overall appropriated budget authority unless otherwise approved by the City Council

6. Authorizes this resolution to take effect immediately upon adoption.

* * * * * * * * * * * * * * * * * *

Exhibit A

Fire Department Expenses
Up to May 12, 2026

Vendor Number - Invoice Details	Vendor Name - Vendor Master	Invoice Number - Invoice Details	Invoice Status	Payment Type	Fiscal Year - Invoice Details	Check Number - Invoice Checks	Payment Date	Line Item Description	Detail Amount
101526	Hector Marin	SAN0000399	PAID	Quick	2025	52736	6/16/25	Consultant	$ 925.00
101526	Hector Marin	SAN0000340	PAID	Quick	2025	52526	5/8/25	Consultant	$ 325.00
101588	Truck Site	5962*	PAID	WireT	2026	53531	11/21/25	Fire Apparatus	$ 342,441.58
101588	Truck Site	5962	PAID	WireT	2026	53114	8/22/25	Fire Apparatus Deposit	$ 100,000.00
101566	Carter B. Ruark	08042025	PAID	Regular	2026	53054	8/15/25	Radio Study	$ 360.00
101566	Carter B. Ruark	08042025*	PAID	Regular	2025	53083	8/22/25	Radio Study	$ 270.00
100113	ANTONY LOPEZ	SAN0000059	VOID	CHECK	2026	53251	9/19/25	Reimbursement: Gas for Van #23	$ 44.07
100113	ANTONY LOPEZ	SAN0000060	PAID	CHECK	2026	53253	9/19/25	Fuel Reimbursement	$ 44.07
101595	Ruben O. Veliz	SAN0000123	PAID	CHECK	2026	53525	11/14/25	Lowe's purchase reimbursement	$ 171.36
101595	Ruben O. Veliz	SAN0000124	PAID	CHECK	2026	53525	11/14/25	Home Depot purchase reimbursement	$ 49.02
101595	Ruben O. Veliz	SAN0000125	PAID	CHECK	2026	53525	11/14/25	Reimbursement for maint. room purchase	$ 36.91
101595	Ruben O. Veliz	SAN0000126	PAID	CHECK	2026	53525	11/14/25	Ervin's purchase reimburesement	$ 31.38
101595	Ruben O. Veliz	SAN0000127	PAID	CHECK	2026	53525	11/14/25	Lowe's purchase reimbursement	$ 9.70
101595	Ruben O. Veliz	SAN0000128	PAID	CHECK	2026	53525	11/14/25	Lowe's purchase reimbursement	$ 13.62
101595	Ruben O. Veliz	SAN0000129	PAID	CHECK	2026	53525	11/14/25	Lowe's purchase reimbursement	$ 3.64
101595	Ruben O. Veliz	SAN0000130	PAID	CHECK	2026	53525	11/14/25	Ervin's purchase reimburesement	$ 20.54
101595	Ruben O. Veliz	SAN0000131	PAID	CHECK	2026	53525	11/17/25	Consultant fees Oct-Nov	$ 7,426.25
101595	Ruben O. Veliz	SAN0000132	PAID	CHECK	2026	53525	11/17/25	Consultant fees Sept-Oct	$ 3,900.00
101558	Truck Site	6165	PAID	CHECK	2026	53530	11/17/25	Jaws of Life 2 sets & Type 3 Fire Equipment	$ 12,723.75
101229	Amazon Capital Services	1YWC-HLDX-XM3M	PAID	CHECK	2026	53563	12/2/25	Fire office supplies	$ 333.40
101229	Amazon Capital Services	161W-CCDP-FHDF	PAID	CHECK	2026	53578	12/5/25	Fire office supplies	$ 722.70
101229	Amazon Capital Services	1H6X-H7NK-MC41	PAID	CHECK	2026	53631	12/19/25	AFD office supplies	$ 271.42
101595	Ruben O. Veliz	SAN0000165	PAID	CHECK	2026	53657	12/19/25	Consultant for fire department establish	$ 7,345.00
101595	Ruben O. Veliz	SAN0000166	PAID	CHECK	2026	53657	12/19/25	Reimbursement for paint purchase	$ 982.91
101229	Amazon Capital Services	11FY-DLDY-G6G4	PAID	CHECK	2026	53666	12/26/25	AFD office supplies	$ 515.17
101229	Amazon Capital Services	1P14-K63D-WGKK	PAID	CHECK	2026	53689	12/30/25	Avenal Fire	$ 2,269.04
101607	All Star Fire Equipment Inc.	269405	PAID	CHECK	2026	53708	1/6/26	Pressurized Air Cylinders	$ 19,127.60
100597	TJ LAW & ASSOC. INVESTIGATION	25-223	PAID	CHECK	2026	53862	1/27/26	Background Investigation -Chief Candidate	$ 800.00
101595	Ruben O. Veliz	SAN0000226	PAID	CHECK	2026	53827	1/27/26	Consulting	$ 7,410.00
101595	Ruben O. Veliz	SAN0000227	PAID	CHECK	2026	53856	1/28/26	Lock needed for west of hospital	$ 38.96
101595	Ruben O. Veliz	SAN0000245	PAID	CHECK	2026	53902	2/9/26	Reimbursement - Badge Purchase	$ 369.95
101595	Ruben O. Veliz	SAN0000246	PAID	CHECK	2026	53902	2/9/26	Consultant Professional Services	$ 4,295.00
101595	Ruben O. Veliz	SAN0000251	PAID	CHECK	2026	53960	2/19/26	Payment for consultant	$ 4,777.50
101608	Clareys Safety Equipment	220767	PAID	CHECK	2026	53980	2/20/26	Facepiece	$ 2,860.00
101595	Ruben O. Veliz	SAN0000266	PAID	CHECK	2026	54028	3/4/26	Professional consulting	$ 4,680.00
101595	Ruben O. Veliz	SAN0000294	PAID	CHECK	2026	54126	3/23/26	Consultant services	$ 4,745.00
101608	Clareys Safety Equipment	220768	PAID	CHECK	2026	54184	3/27/26	Pre-Owned Scott Ap75 Air-pak 2007 NFPA	$ 3,988.46
101595	Ruben O. Veliz	SAN0000294	PAID	CHECK	2026	54126	3/23/26	Consultant services	$ 4,745.00
101631	Fabian Morales	SAN0000304	PAID	CHECK	2026	54174	3/29/26	Fire Volunteer Stipend	$ 250.00
101633	Ariana Lopez	SAN0000305	PAID	CHECK	2026	54173	3/29/26	Fire Volunteer Stipend	$ 250.00
101632	Julian Rubio	SAN0000306	PAID	CHECK	2026	54175	3/29/26	Fire Volunteer Stipend	$ 250.00
101634	Leo Montoya	SAN0000307	PAID	CHECK	2026	54176	3/29/26	Fire Volunteer Stipend	$ 250.00
101595	Ruben O. Veliz	SAN0000318	PAID	CHECK	2026	54250	4/13/26	Refund for office incidentals	$ 37.43
101595	Ruben O. Veliz	SAN0000320	PAID	CHECK	2026	54250	4/14/26	Professional Consultant Services	$ 4,615.00
101640	Cal Apparel, Inc.	16090	PAID	CHECK	2026	54258	4/16/26	Woven patches	$ 770.04
101638	ImageTrend, LLC	PS-INV124320	PAID	CHECK	2026	54290	4/21/26	Elite Fire Essential - Setup & Implementatio	$ 9,030.00
101638	ImageTrend, LLC	PS-INV124320	PAID	CHECK	2026	54290	4/21/26	Elite Fire Essential - SaaS	$ 9,030.00
101038	VERIZON WIRELESS	6140722821	PAID	CHECK	2026	54356	4/27/26	Verizon	$ 2,124.73
101390	California Industrial Rubber	T-081468	NDING_ACTI	CHECK	2026		5/11/26	Fire hose	$ 373.46
101654	Garage Technologies, Inc.	NG07UEPI-0001	NDING_ACTI	WireT	2026		5/6/26	Explorer Command Unit	$ 26,000.00
Pending	ANTONY LOPEZ	Pending	Pending	Pending	2026	Pending	5/15/26	Reimbursement for Command Unit delivery	~2100

Paid Expenses:	$ 565,680.20
Total Accrued Expenses:	$ 592,053.66
Total Funding authorized	**$ 1,000,973.85**
Funding from Public Safety Grant	$ 383,750.00
Funding from General Fund Sept 11, 2025	$ 267,223.85
Funding from General Fund March 2026	$ 350,000.00

Exhibit B

Avenal Start up Budget							
RADIOS							
Item	Purchased	Location	QTY	Received	Unit Price	Low Value Start up Cost	Recommended Start up Cost
Total						$115,116.00	$115,116.00
Apparatus Bay/Sleeping Quarters							
Total						$155,000.00	$155,000.00
Station Systems							
Total						$115,000.00	$140,000.00
KITCHEN							
Total						$2,500.00	$5,000.00
TOOL ROOM & BAY							
Total						$3,850.00	$5,215.00
TURNOUT ROOM							
Total						$24,500.00	$30,500.00
BEDROOMS (4)							
Total						$7,400.00	$7,400.00
OFFICE							
Total						$2,800.00	$2,800.00
STATION SUPPLIES							
Total						$370.00	$540.00
PPE							
Total						$94,089.00	$117,990.00
RMS/LMS							
Total						$15,030.00	$15,030.00
Apparatus Equipment							
Total						$136,463.00	$174,712.00
Vehicle (New)							
Total						$369,000.00	$430,000.00
Apparatus Maint/Repair/Contracts							
Total						$45,000.00	$46,000.00
Misc							
Total						$23,000.00	$26,000.00
Revenue							
Academy ISA Revenue			1			$6,621.00	$6,621.00
Type VI Sale			1			$115,000.00	$130,000.00
Type III Sale			1			$30,000.00	$30,000.00
Total						$151,621.00	$166,621.00
Pre-Revenure Overall Total						$1,109,118.00	$1,271,303.00
Overall Total						$957,497.00	$1,104,682.00

Exhibit C

Operating Budget Year 1							
Communications							
Total						**$7,290.00**	**$7,290.00**
Fire Station living quarters							
Total						**$18,000.00**	**$22,800.00**
Station Systems							
Total						**$0.00**	**$1,750.00**
Turnout Room							
Total						**$0.00**	**$0.00**
Total						**$0.00**	**$0.00**
Captain Office							
Total							
Office							
Total						**$0.00**	**$0.00**
Station Supplies							
Total						**$4,000.00**	**$6,000.00**
PPE							
Total						**$27,898.00**	**$39,898.00**
RMS/LMS							
Total						**$13,230.00**	**$13,230.00**
Apparatus Equipment Maint.							
Total						**$51,794.00**	**$82,794.00**
Equipment Replacement							
Total						**$11,000.00**	**$16,000.00**
Vehicle (New)							
Total		**Lease Purchase Recommended**				**$0.00**	**$0.00**
Apparatus Maint/Repair/Contracts							
Total						**$131,774.00**	**$153,900.00**
Misc (Uniforms and Badges)							
Total						**$8,750.00**	**$10,750.00**
Personnel Costs (Total)							
Personnel (Salary/Benefits/OT projections)						**$1,299,860.00**	**$1,299,860.00**
Total						**$1,299,860.00**	**$1,299,860.00**
Training							
Total Training program (Props/equipment, etc)			**1**			**$25,000.00**	**$25,000.00**
Capital							
Big dollar amount purchases for future			**1**			**$0.00**	**$0.00**
Revenue							
ISA Revenue			**1**			**$12,744.00**	**$18,000.00**
Total						**$1,546,802.00**	**$1,596,478.00**
Total - Revenue						**$1,534,058.00**	**$1,578,478.00**

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL APPROVING AN AGREEMENT WITH FIRE APPARATUS SOLUTIONS FOR FIRE APPARATUS MAINTENANCE AND REPAIR SERVICES

RESOLUTION 2026-_32_

WHEREAS, pursuant to Section 4-12.1 of the Avenal Municipal Code, the Avenal Fire Department was established as a department of the City of Avenal on September 11, 2025, to provide municipal fire protection and emergency response services; and

WHEREAS, the City of Avenal Fire Department (AVFD) the City of Avenal is in the process of establishing and operating the Avenal Fire Department to provide emergency response, fire suppression, emergency medical services, and related public safety services to the community; and

WHEREAS, the operation of a municipal fire department requires ongoing maintenance, inspection, testing, and repair of fire apparatus and emergency response vehicles to ensure operational readiness, firefighter safety, and compliance with applicable laws, standards, and manufacturer requirements; and

WHEREAS, Fire Apparatus Solutions is a California-based vendor experienced in providing specialized maintenance and repair services for fire apparatus and emergency vehicles for public agencies throughout the State of California; and

WHEREAS, the proposed agreement provides for preventative maintenance, emergency repairs, roadside service, testing, inspections, and related apparatus support services for the City of Avenal Fire Department apparatus fleet; and

WHEREAS, the agreement includes provisions for 24-hour service support, mobile repair capability, qualified and certified technicians, and operational coordination with the City of Avenal Fire Department; and

WHEREAS, the agreement establishes a term beginning July 1, 2026 and continuing through June 30, 2029, with an annual contract amount not to exceed One Hundred Twenty-Five Thousand Dollars ($125,000) per year; and

WHEREAS, staff has reviewed the agreement and determined that the services provided by Fire Apparatus Solutions are necessary to support the operational readiness and sustainability of the City's fire apparatus fleet; and

WHEREAS, the City Council finds that approval of this agreement is in the best interest of the City of Avenal and necessary to support the continued development and operation of the Avenal Fire Department.

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON May 14, 2026, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____ ATTEST: _____

Alvaro Preciado, Mayor
CITY OF AVENAL

MARÍA A. ORTIZ, City Clerk
CITY OF AVENAL

* * * * * * * * * * * * * * * * * *

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found that the foregoing recitals are true;

2. The City Council hereby approves the Fire Department Vehicle Maintenance Contract between the City of Avenal Fire Department and Fire Apparatus Solutions for fire apparatus maintenance and repair services;

3. The City Council authorizes the City Manager, or designee, to execute the agreement and any associated documents necessary to implement the agreement consistent with the intent of this Resolution;

4. The City Council authorizes the Fire Chief, or designee, to administer the agreement and coordinate operational services under the contract;

5. Authorizes this resolution to take effect immediately upon adoption.

6. Authorized the City Manager, Fire Chief, and relevant City staff to carry out the terms and conditions of this resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto.

* * * * * * * * * * * * * * * * * *

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL APPROVING AND ADOPTING AN A FIRE DISPATCH SERVICES AGREEMENT WITH THE COUNTY OF FRESNO

RESOLUTION 2026-_33_

WHEREAS, pursuant to Section 4-12.1 of the Avenal Municipal Code, the Avenal Fire Department was established as a department of the City of Avenal on September 11, 2025, to provide municipal fire protection and emergency response services; and

WHEREAS, the City of Avenal Fire Department (AVFD) s in the process of establishing and operating the Avenal Fire Department to provide fire suppression, emergency medical response, rescue services, and related public safety services to the community; and

WHEREAS, effective and reliable emergency dispatch services are critical to the safe and efficient operation of the City's fire and emergency response system; and

WHEREAS, the County of Fresno, through the Fresno County EMS Communications Center, has the capability and operational infrastructure necessary to provide centralized fire dispatching services for the City of Avenal Fire Department; and

WHEREAS, the proposed agreement establishes a coordinated dispatching relationship between the City of Avenal and the County of Fresno for fire suppression and emergency medical dispatching services; and

WHEREAS, the agreement provides for centralized emergency dispatching services, inter-agency coordination, mutual aid coordination, CAD tracking, pre-arrival instructions, radio communications support, and twenty-four hour dispatch operations; and

WHEREAS, the agreement establishes dispatch performance goals, including a target dispatch time of sixty (60) seconds for immediate fire apparatus dispatching under normal operating conditions; and

WHEREAS, the agreement term is proposed to begin June 1, 2026 and continue through December 31, 2027; and

WHEREAS, the agreement establishes compensation in an amount not to exceed Thirty-Six Thousand Eighty-Four Dollars ($39,091.00) for the period of June 1, 2026 through June 30, 2027, and Eighteen Thousand Forty-Two Dollars ($18,042.00) for the period of July 1, 2027 through December 31, 2027; and

WHEREAS, staff has reviewed the agreement and determined that entering into the agreement is necessary to support the establishment and operation of the Avenal Fire Department and to ensure reliable emergency communications and dispatching capabilities for the community; and

WHEREAS, the City Council finds that approval of the dispatch services agreement is in the best interest of the City of Avenal and necessary to protect the public health, safety, and welfare.

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON May 14, 2026, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____ ATTEST: _____

Alvaro Preciado, Mayor
CITY OF AVENAL

MARÍA A. ORTIZ, City Clerk
CITY OF AVENAL

* * * * * * * * * * * * * * * * * *

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found that the foregoing recitals are true;

2. The City Council hereby approves the Fire Dispatch Services Agreement between the City of Avenal and the County of Fresno for fire dispatching and related emergency communications services;

3. The City Council authorizes the City Manager, or designee, to execute the agreement and any associated documents necessary to implement the agreement consistent with the intent of this Resolution;

4. The City Council authorizes the Fire Chief, or designee, to administer the agreement and coordinate operational implementation with Fresno County and the EMS Communications Center;

5. Authorizes this resolution to take effect immediately upon adoption.

6. Authorized the City Manager, Fire Chief, and relevant City staff to carry out the terms and conditions of this resolution and to take all steps reasonably necessary, proper and/or convenient and/or incidental thereto.

* * * * * * * * * * * * * * * * * *

AGREEMENT

This Service Agreement ("Agreement") is dated _____ and is between the City of Avenal, a California Municipal Corporation ("City"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. City desires to establish this Agreement with County, and County has the capability and capacity to provide certain dispatching services for fire suppression calls, which may include dispatching of non-transport first responder services from County's EMS Communications Center

B. It is to the mutual benefit and in the best interest of the parties hereto to have a combined EMS and Fire Dispatching Services for the purpose of providing improved services to the public.

C. It is a goal of County and City to maintain a consolidated dispatching services in Fresno County.

D. It has been determined by City and County that there is a need to provide EMS dispatching services and Fire Dispatching Services through a centralized and combined effort by County's EMS Communications Center and City Fire.

E. County's EMS Communications Center is staffed and operated by K.W.P.H. Enterprises, doing business as American Ambulance, a California Corporation ("Provider") through that certain Emergency Medical Services and Provider Agreement for Emergency Ambulance Services, dated May 16, 2017 (County Agreement No. 17-218), by and between County and Provider, including all amendments thereto (the "EMS Provider Agreement").

The parties therefore agree as follows:

Article 1

City's Responsibilities

1.1 The City shall perform all of the City's Responsibilities provided in Exhibit A to this Agreement, titled "City's Responsibilities."

1.2 **Representation.** The City represents that it is qualified, ready, willing, and able to

perform all of the City's Responsibilities provided in this Agreement.

1.3 **Compliance with Laws.** The City shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 2

County's Services

2.1 The County shall perform all of the services provided in Exhibit B to this Agreement titled "County's Services."

2.2 **Representation.** The County represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

2.3 **Compliance with Laws.** The County shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 3

Compensation, Invoices, and Payments

3.1 For County's performance of Fire Dispatching Services herein, City agrees to pay, and the County agrees to receive, compensation for the performance of its services under this Agreement according to Exhibit C to this Agreement, titled "Compensation."

3.2 **Maximum Compensation.** The maximum compensation payable to County under the performance of this Agreement is as follows:

For the period of June 1, 2026 through June 30, 2026, the amount of this Agreement shall not exceed Three Thousand Seven and 00/100 Dollars ($3,007.00).

For the period of July 1, 2026 through June 30, 2027, the amount of this Agreement shall not exceed Thirty-Six Thousand Eighty-Four and 00/100 Dollars ($36,084.00).

For the period of July 1, 2027 through December 31, 2027, the amount of this Agreement shall not exceed Eighteen Thousand Forty-Two and 00/100 Dollars ($18,042.00).

3.3 **Invoices.** County shall invoice City quarterly, addressed to the City of Avenal, Fire Department, 919 Skyline Blvd, Avenal, California, 93204, Attention: Fire Chief.

3.4 **Payment.** Payments by City shall be in arrears, for services provided during the preceding quarter, within forty-five (45) days after receipt, verification and approval of County's invoices by City Fire. All payments shall be remitted to County at the following address: County of Fresno, Department of Public Health – Emergency Medical Services Division, P.O. Box 11867, Fresno, California, 93775.

3.5 **Incidental Expenses.** The City is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective on June 1, 2026 and terminates on December 31, 2027, except as provided in Article 6, "Termination and Suspension," below.

4.2 **Data Upon Termination.** Within thirty (30) days after the date this Agreement terminates, County shall provide City with the data generated through the Fire Dispatching Services provided herein in a commonly usable electronic format.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:
Director, Department of Public Health
County of Fresno
P.O. Box 11867
Fresno, CA 93775
CCEMSA@fresnocountyca.gov
Fax: (559) 600-7691

For the City:
City of Avenal
Attn: City Manager
919 Skyline Blvd
Avenal, CA 93204

5.2 **Change of Contact Information.** Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 **Method of Delivery.** Each notice between the County and the City provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 **Claims Presentation.** For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 **Termination for Non-Allocation of Funds.** The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds

are not allocated, then either party may:

(A) Modify the services provided under this Agreement; or

(B) Terminate this Agreement by the non-appropriating governmental agency giving the other party at least ninety (90) days advance written notice of an intention to terminate.

6.2 **Termination for Breach.**

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County will give written notice of the breach to the City. The written notice must provide at least 30 days for the City to cure the breach.

(B) If the City fails to cure the breach to the County's satisfaction within the thirty (30) day period, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the City has:

(1) Obtained or used funds illegally or improperly;

(2) Failed to comply with any part of this Agreement;

(3) Submitted a substantially incorrect or incomplete report to the County; or

(4) Improperly performed any of its obligations under this Agreement.

6.3 **Termination without Cause.** Under circumstances other than those set forth above, this Agreement may be terminated by City or County upon giving the other party at least ninety (90) days advance written notice of an intention to terminate.

6.4 **No Penalty or Further Obligation.** Any termination of this Agreement by the County or the City under this Article 6 is without penalty to or further obligation of the County or the City.

6.5 **County's Rights upon Termination.** City shall pay County for Fire Dispatching Services performed prior to termination of this Agreement as provided in Section 3.4 of this Agreement. This section survives the termination of this Agreement.

Article 7

Independent Contractor

7.1 **Status.** In performing under this Agreement, the County, including its officers,

agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the City.

7.2 **Verifying Performance**. The City has no right to control, supervise, or direct the manner or method of the County's performance under this Agreement, but the City may verify that the County is performing according to the terms of this Agreement.

7.3 **Benefits**. Because of its status as an independent contractor, the County has no right to employment rights or benefits available to City employees. The County is solely responsible for providing to its own employees all employee benefits required by law. The County shall indemnify, defend, and save the City harmless from all matters relating to the payment of County's employees, including compliance with Social Security withholding and all related regulations.

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the County may provide services to others unrelated to the City.

Article 8

Indemnity and Defense

8.1 **Indemnity by City.** The City shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the City, or any third party that arise from or relate to the performance or failure to perform by the City (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the City's obligation to indemnify and hold harmless or defend the County.

8.2 **Indemnity by County.** The County shall indemnify and hold harmless and defend the City (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the City, the County, or any third party that arise from or relate to the performance or failure to perform by the County (or any of its officers, agents, subcontractors,

employees, or Provider) under this Agreement. The City may conduct or participate in its own defense without affecting the County's obligation to indemnify and hold harmless or defend the City.

8.3 **Concurrent Negligence.** In the event of concurrent negligence on the part of County or any of its officers, agents or employees, or Provider, and of City or any of its officers, agents, or employees, the liability for any and all such claims, demands and actions in law or equity for such costs and expenses (including attorneys' fees and costs), damages, and losses shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

8.4 **Survival.** This Article 8 survives the termination of this Agreement.

Article 9

Insurance

9.1 The Parties shall comply with all the insurance requirements in Exhibit D to this Agreement.

Article 10

Inspections, Audits, and Public Records

10.1 **Inspection of Documents.** During the term of this Agreement and for a period of three (3) years after final payment under this Agreement, each party shall at any time during business hours, and as often as the other party may deem necessary, make available to the other party for examination all of the party's records and data with respect to the matters covered by this Agreement. During the same period of time, each party shall also, upon request by the other party, permit the other party to audit and inspect all such records and data necessary to ensure the party's compliance with the terms of this Agreement.

10.2 **State Audit Requirements.** If the compensation under this Agreement exceeds $10,000, the County is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement.

10.3 **Public Records.** A party is not limited in any manner with respect to its public

disclosure of this Agreement or any record or data that the other party may provide to the party. A party's public disclosure of this Agreement or any record or data that the other party may provide to the party may include but is not limited to the following:

(A) A party may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

(B) A party may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the other party may provide to the party, unless such disclosure is prohibited by court order.

(C) This Agreement, and any record or data that A party may provide to the other party, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

(D) This Agreement, and any record or data that A party may provide to the other party, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning with section 6250) ("CPRA").

(E) This Agreement, and any record or data that a party may provide to the other party, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

(F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that a party may provide to the other party shall be disregarded and have no effect on the party's right or duty to disclose to the public or governmental agency any such record or data.

10.4 **Public Records Act Requests.** If a party receives a written or oral request under the CPRA to publicly disclose any record that is in the other party's possession or control, and which the party has a right, under any provision of this Agreement or applicable law, to possess

or control, then the party may demand, in writing, that the other party deliver to the party, for purposes of public disclosure, the requested records that may be in the possession or control of the other party. Within five business days after a party's demand, the other party shall (a) deliver to the party making the demand all of the requested records that are in the other party's possession or control, together with a written statement that the other party, after conducting a diligent search, has produced all requested records that are in the other party's possession or control, or (b) provide to the party making the demand a written statement that the other party, after conducting a diligent search, does not possess or control any of the requested records. A party shall cooperate with the other party with respect to any demand for such records. If a party wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the other party and assert the exemption by citation to specific legal authority within the written statement that it provides to the other party under this section. A party's assertion of any exemption from disclosure is not binding on the other party, but the other party will give at least 10 days' advance written notice to the party asserting the exemption before disclosing any record subject to the party's assertion of exemption from disclosure. The party asserting the exemption shall indemnify the other party for any court-ordered award of costs or attorney's fees under the CPRA that results from the party's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the other party with respect to any party's demand for any such records.

10.5 **Retention.** Each party shall maintain its records in connection with the respective services referred to under this Agreement. Such records must be maintained for a minimum of three (3) years. Records must also be maintained a minimum of three (3) years after the termination of this Agreement. The party generating the records shall maintain ownership of the records upon termination of this Agreement.

10.6 This Article 10 shall survive the expiration or termination of this Agreement.

Article 11

General Terms

11.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this

Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The City acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.

11.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

11.3 **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.

11.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. City consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

11.5 **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

11.6 **Days.** Unless otherwise specified, "days" means calendar days.

11.7 **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

11.8 **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

11.9 **Nondiscrimination.** During the performance of this Agreement, the City and the County shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status

pursuant to all applicable State of California and federal statutes and regulation.

11.10 **No Waiver.** Payment, waiver, or discharge by a party of any liability or obligation of the other party under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the other party and does not prohibit enforcement by a party of any obligation on any other occasion.

11.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the City and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

11.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

11.13 **Authorized Signature.** The City represents and warrants to the County that:

(A) The City is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of the City is duly authorized to do so and his or her signature on this Agreement legally binds the City to the terms of this Agreement.

(C) The County is duly authorized and empowered to sign and perform its obligations under this Agreement.

(D) The individual signing this Agreement on behalf of the County is duly authorized to do so and his or her signature on this Agreement legally binds the County to the terms of this Agreement.

11.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

11.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

Article 12

Miscellaneous Provisions

12.1 **Provider.** The parties hereto acknowledge that Provider, or its replacement, if any during the term of the EMS Provider Agreement, will carry out County’s provision of Fire Dispatching Services herein. In the event of any such replacement of Provider, the replacement EMS Provider Agreement will be on substantially the same terms as the EMS Provider

Agreement to the extent that it concerns this Agreement, as provided herein.

12.2 **Force Majeure.**

A. If either party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, that party shall give to the other party hereto prompt written notice of the Force Majeure with full particulars relating thereto. Thereupon, the obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than, the continuance of the Force Majeure, except for a reasonable time thereafter required to resume performance.

B. During any period in which either party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to promptly commence or resume performance of its obligations under this Agreement. Without limiting the generality of the foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all reasonable action necessary to terminate any temporary restraining order or preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under this Agreement.

C. The party whose performance is excused due to the occurrence of an event of Force Majeure shall, during such period, keep the other party hereto notified of all such actions required in order for it to be able to commence or resume performance of its obligations under this Agreement.

D. "Force Majeure" is defined as an Act of God, act of public enemy, war, and other extraordinary causes not reasonably within the control of either of the parties hereto.

[*SIGNATURE PAGE FOLLOWS*]

The parties are signing this Agreement on the date stated in the introductory clause.

CITY OF AVENAL	COUNTY OF FRESNO
May 1, 2026 Alvaro Preciado, Mayor of the City of Avenal	Garry Bredefeld, Chairman of the Board of Supervisors of the County of Fresno
May 1, 2026 **Antony V. López, City Manager City of Avenal**	Date
Mailing address: Attn: Fire Department City of Avenal 919 Skyline Blvd Avenal, CA 93204	**Attest:** Bernice E. Seidel Clerk of the Board of Supervisors County of Fresno, State of California
	By: _____ Deputy

For accounting use only:

Org No.: 56201693
Account No.: 5039
Fund No.: 0001
Subclass No.: 10000

Exhibit A

City's Responsibilities

City shall perform the following functions:

(1) City shall provide all fire suppression services for all fire suppression calls dispatched by County's EMS Communications Center requiring City Fire apparatuses in accordance with City Fire's Policies and Procedures.

(2) City Fire shall consult with County's Representative in developing City Fire's Policies and Procedures relating to dispatch only. City shall provide City Fire's Policies and Procedures relating to dispatch to County for review thereof by County's Representative. City shall not approve City Fire's Policies and Procedures relating to dispatch until first having conferred with County's Representative and such representative agrees such policies and procedures are not inconsistent with the County's EMS Communication Center's policies and procedures. County's Representative shall have neither the right nor the duty to approve the number of City Fire apparatuses or personnel, or amount of City Fire equipment or other resources, that City Fire deems sufficient to respond to any calls for City Fire Dispatching Services, or other City Fire's Policies and Procedures unrelated to dispatch. City Fire shall be reasonable in developing City Fire's Policies and Procedures relating to dispatch such that those policies and procedures are substantially consistent with County's EMS Communication Center's Policies and Procedures.

(3) City shall participate in continuing education and training to County's EMS Communications Center radio operators and staff regarding the dispatching and management of City Fire resources, as needed.

(4) City shall assure all calls to City for EMS and fire suppression services are immediately transferred to County's EMS Communications Center.

(5) In the event that City purchases and/or implements software/equipment that requires County to purchase additional software/equipment to accommodate that purchase, then City shall bear full responsibility for any additional costs incurred by County and County shall invoice City for costs incurred.

(6) Upon request by County, City shall provide County with data, which

includes the exact times EMS and fire suppression calls are received at City's Police Department Communications Center (or other point of City contact, if any) and transferred to County's EMS Communications Center.

(7) City agrees to provide an internal quality improvement program, which includes the participation of County and Provider.

(8) City shall be responsible for the provision and maintenance of all radio and computer equipment in City Fire apparatuses and City owned radio infrastructure.

Exhibit B

County's Services

County shall be responsible for and provide each of the following:

(1) County shall obtain and maintain dispatching equipment, hardware, software (including software licenses), and other technologies, which will be utilized for the triage and entry of information for City Fire Dispatching Services in County's EMS Communications Center computer aided dispatch ("CAD") system, in connection with County's performance of its City Fire Dispatching Services under this Agreement; and

(2) County shall be responsible for selection, configuration, installation, and maintenance of equipment, hardware, software and other technologies associated with this Agreement. Such equipment, hardware, software (including software licenses), and other technologies purchased and/or obtained by County through this Agreement shall be the sole property of County. In the event City purchases and/or obtains software (including software licenses)for sole use by City, then City shall be responsible for on-going maintenance, and replacement costs; and

(3) County shall provide City Fire Dispatching Services requiring responses by City Fire apparatuses as follows:

(a) County's EMS Communication Center shall provide all City Fire Dispatching Services in accordance with City Fire's Policies and Procedures affecting City Fire Dispatching Services under this Agreement ("City Fire's Policies and Procedures") (to the extent that they relate only to dispatch), which shall be subject to review by County's EMS Director, or designee (the "County's Representative"), as provided in Section (2) of Exhibit A.

(b) County's EMS Communication Center shall dispatch City Fire's apparatuses through City's radios and electronic communications systems, and in accordance with City Fire's Policies and Procedures (to the extent that they relate only to dispatch), which shall be subject to review by County's Representative, as provided in Section (2) of Exhibit A.

(c) In accordance with City Fire's Policies and Procedures, County's EMS Communications Center shall provide pre-arrival instructions to callers requesting City Fire's services.

(d) County's EMS Communications Center shall provide inter-agency coordination regarding requests for City Fire services, mutual aid, and instant-aid services, and order specialized fire equipment from City or other agencies (*e.g.,* hazardous materials equipment, or "jaws of life"), which may be needed to handle an incident, and perform other related duties, all in accordance with City Fire's Policies and Procedures (to the extent that they relate only to dispatch), which shall be subject to review by County's Representative, as provided in Section (2) of Exhibit A.

(e) County's EMS Communications Center shall track all activity of City Fire's apparatuses utilizing the County's EMS Communications Center CAD system.

(f) County shall record all telephone and radio transmissions and provide instant playback as needed. Upon request, County shall provide audio recordings to City Fire.

(g) County shall provide reports to City as requested. County must be given reasonable time to develop custom reports or reports that are not already developed.

(h) County shall provide 1 radio operator for dispatching of City Fire's apparatuses 24 hours a day, 7 days a week. City understands that the radio operator is not dedicated for the sole purpose of City and that the radio operator may be dispatching other fire and EMS providers. City Fire shall work collaboratively with County on policies and procedures that are consistent with other fire agencies that are being dispatching in County's EMS Communications Center. County shall provide that dispatching staff shall be trained in emergency fire dispatch.

(i) County shall provide a minimum of one (1) dispatch supervisor be on duty at County's EMS Communications Center twenty-four (24) hours a day, seven (7) days a week. The supervisor shall be available to City's on-duty fire administration as needed.

(j) County shall maintain an up-to-date manual of City Fire's Policies and Procedures (subject to review by COUNTY's Representative, as provided in Section (2) of Exhibit A) for all dispatch staff, and shall provide for training and continuing education of dispatch staff as needed.

(k) The goal for the immediate dispatch of a fire apparatus, in accordance with CITY FIRE approved dispatch protocols, and excluding multiple unit responses, reassigned responses and other situations beyond the County's EMS Communications Center control, shall be sixty (60) seconds. The dispatch time will be measured from the time the telephone is answered by the call taker to the time the first fire apparatus is alerted to the incident either by radio, telephone, pager or station alerting device. A review shall occur for all cases in which dispatches are over ninety (90) seconds, and results will be evaluated for improvement opportunities by the Fire Dispatch Continuous Quality Improvement (CQI) Committee.

It is understood that because of the dynamic nature of emergency services, there are situations when the sixty (60) second dispatch goal may not be achieved. Examples of these situations include, but are not limited to:

1. calls with incomplete, inaccurate or no ANI/ALI information (including CAD-to-CAD);

2. calls that do not geo-verify in the CAD;

3. calls in which the reporting party is either unable or unwilling to immediately provide all required information as part of the call taking process (i.e., non-English speaking, hysterical, or uncooperative) or use of the Teletype (TTY) or Telecommunication Device for the Deaf (TDD) or audio relay device.

It is understood by the parties hereto that County's provision of City Fire Dispatching Services herein does not include any County provision of fire suppression services, and that County is providing City Fire Dispatching Services herein to City on a non-exclusive basis.

Exhibit C

Compensation

The County will be compensated for performance of its services under this Agreement as provided in this Exhibit C. The County is not entitled to any compensation except as expressly provided in this Exhibit C.

County will be compensated according to the following schedule:

Payment	Dates of Service	Month	Payment Amount
1	June 1, 2026 to June 30, 2026	July 2026	$3,007.00
2	Jul.1, 2026 to Sep. 30, 2026	Oct 2026	$9,021.00
3	Oct. 1, 2026 to Dec 31, 2026	Jan 2027	$9,021.00
4	Jan. 1, 2027 to Mar. 31, 2027	Apr 2027	$9,021.00
5	Apr. 1, 2027 to June 30, 2027	Jul 2027	$9,021.00
6	Jul.1, 2027 to Sep. 30, 2027	Oct 2027	$9,021.00
7	Oct. 1, 2027 to Dec 31, 2027	Jan 2028	$9,021.00

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the indemnification of each party as stated in Article 8 above, it is understood and agree that City and County shall maintain, at their sole expense, the following insurance policies or self-insurance programs including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their respective liabilities through the term of this Agreement:

(A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and an annual aggregate of Four Million Dollars ($4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. Each party shall obtain an endorsement to this policy naming the other party, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by each party is excess only and not contributing with insurance provided under the other party's policy.

(B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.

(C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

2. Additional Requirements

(A) **Verification of Coverage for City.** Within 30 days after the City signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the City shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

(i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the City has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

(ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability

insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the City's policy.

(iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(B) **Verification of Coverage for County.** Within 30 days after the County signs this Agreement, and at any time during the term of this Agreement as requested by the City, the County shall deliver, or cause its broker or producer to deliver, to the City, certificates of insurance and endorsements for all of the coverages required under this Agreement.

(i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the City, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the County has waived its right to recover from the City, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

(ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the City, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the City shall be excess only and not contributing with insurance provided under the County's policy.

(iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(C) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(D) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, each party shall provide to the other party, or ensure that the policy requires the insurer to provide to the other party, written notice of any cancellation or change in the policy as required in this paragraph, not less than 30 days in advance of cancellation or change.

(E) **Entitlement to Greater Coverage.** If a party has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the other party requires and is entitled to the broader coverage, higher limits, or both. To that end, a party shall deliver, or cause its broker or producer to deliver, to the other party's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(F) **Waiver of Subrogation for City.** The City waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The City is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the City's waiver of subrogation under this paragraph is effective whether or not the City obtains such an endorsement.

(G) **Waiver of Subrogation for County.** The County waives any right to recover from the City, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The County is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the County's waiver of subrogation under this paragraph is effective whether or not the County obtains such an endorsement.

(H) **County's Remedy for City's Failure to Maintain.** If the City fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the City.

(I) **City's Remedy for County's Failure to Maintain.** If the County fails to keep in effect at all times any insurance coverage required under this Agreement, the City may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the County.

(J) **Subcontractors.** The City shall require and verify that all subcontractors used by the County to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement.