CITY OF AVENAL

"Pistachio Capital of the World®"

REGULAR CITY COUNCIL/SUCCESSOR AGENCY/PFA MEETING

AUGUST 13, 2026; 5:15 P.M.

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

Study Session: None

LAST ORDINANCE: 2026-05 | **CITY LAST RESOLUTION: 2026-51**

(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.

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 June 25, 2026 Regular Meeting.
   B. Consider Ratification of Vision Zero Grant:, SS4A Planning Grant Execution.
   C. Consider Construction Contract Award - Water Treatment Plant PLC and SCADA Replacement Project (Project No. 225-025).
   D. Consider Approval of Mutual-Aid Agreements with Neighboring Fire Agencies: (Coalinga; NAS Lemoore; CDCR; Lemoore Volunteer Fire Department; Kings County Fire Department; Kings County West Side, Fresno County Fire Protection District).
   E. Consider Ratification/Approval of Fire Department Type I and Type VI Apparatuses.
   F. Ratification of Unconditional Commitment Under the Brown Act.
   G. Ratification and Approval of Consultant Agreements with Brooks Inc., and Music Visual Audio Production (MVAP).

5. **MAYOR & COUNCIL MEMBER/ SUCCESSOR AGENCY/ ITEMS FOR CONSIDERATION:**

   A. None

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. None.

8. **OLD BUSINESS**:

   A. None.

9. NEW BUSINESS:

A. Consideration and Possible Approval of Additional CDBG-CV Funding for the Avenal Community Sports and Recreation Center Project and Authorization for the City Manager to Execute All Related Agreements, Amendments, and Documents.

10. 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.

11. 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. County of Kings, John Chamberlin, et al.,*
(Kings County Superior Court, **Case No. 26CU0138**)

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: *Dalila Barajas et al. v. City of Avenal,*
(Kings County Superior Court, **Case No. 26CU0248**)

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: *County of Kings v. Alvaro Preciado et al.*
(Kings County Superior Court, **Case No. 26CU0265**)

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: *Dalila Barajas et al. v. Alvaro Preciado et al.*
(Kings County Superior Court, **Case No. TBD**)

E. Conference with Real Property Negotiator(s) (Government Code § 54956.8).
It is the intent of this governing body to meet in Closed Session to confer with its real property negotiator(s) concerning the purchase, sale, exchange, or lease of real property by or for this agency as follows:

Property Description: **APNs: 040-320-009-000; 040-320-014-000**; **036-170-035-000; 038-260-048-000; 038-260-062-000; 038-260-061-000; 038-260-002-000** Negotiator(s): City Manager/City Attorney/City Engineer. Party with whom negotiating: Pearson Reality. Instructions to negotiator concerning: Terms of Payment.

F. Conference with Real Property Negotiator(s) (Government Code § 54956.8).
It is the intent of this governing body to meet in Closed Session to confer with its real property negotiator(s) concerning the purchase, sale, exchange, or lease of real property by or for this agency as follows:

Property Description: **APNs: 036-170-035-000;** Negotiator(s): City Manager/City Attorney/City Engineer. Party with whom negotiating: Pearson Reality. Instructions to negotiator concerning: Terms of Payment.

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, August 10, 2026.

/s/ Karla Curiel
Karla Curiel, Deputy City Clerk

CIUDAD DE AVENAL
"Capital® Mundial del Pistacho"
REUNIÓN REGULAR DEL AYUNTAMIENTO/AGENCIA SUCESORA/PFA 13 DE AGOSTO DE 2026; 17:15
AVENAL THEATER & EVENT CENTER, 233 E. KINGS ST., AVENAL, CA

Sesión de estudio : Ninguna

ÚLTIMA ORDENANZA: 2026-05 **ÚLTIMA RESOLUCIÓN DE LA CIUDAD: 2026-51**
(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 la agenda. El Consejo solicita que mantengan sus comentarios concisos y respetuosos. Críticas, preocupaciones o apoyos son bienvenidos, siempre que se expresen con la cortesía adecuada. Cada orador tendrá tres minutos de tiempo. Un temporizador le notificará cuando haya expirado su tiempo. Por favor, comiencen sus comentarios indicando su nombre y lugar de residencia.

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 25 de junio de 2026.
   B. Consideremos la ratificación de la subvención Vision Zero: SS4A Planificación de la Ejecución de la Subvención.
   C. Considere la adjudicación del contrato de construcción - PLC de planta de tratamiento de agua y proyecto de reemplazo SCADA (Proyecto nº 225-025).
   D. Considerar la aprobación de acuerdos de ayuda mutua con agencias de bomberos vecinas: (Coalinga; NAS Lemoore; CDCR; Departamento de Bomberos Voluntarios de Lemoore; Departamento de Bomberos del Condado de Kings; Lado Oeste del Condado de Kings, Distrito de Protección contra Incendios del Condado de Fresno).
   E. Considere la ratificación/aprobación de los aparatos Tipo I y Tipo VI del Departamento de Bomberos.
   F. Ratificación del Compromiso Incondicional bajo la Ley Brown.
   G. Ratificación y aprobación de acuerdos de consultoría con Brooks Inc. y Producción de Audio Visual (MVAP).

5. **ALCALDE Y CONCEJAL/ AGENCIA SUCESORA/ PUNTOS A CONSIDERAR:**
   A. Ninguno

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.

8. **ASUNTOS** ANTIGUOS:
   A. Ninguna.

9. NUEVOS NEGOCIOS:

A. Consideración y posible aprobación de financiación adicional de CDBG-CV para el proyecto del Centro Deportivo y Recreativo Comunitario de Avenal y autorización para que el Gerente de la Ciudad ejecute todos los acuerdos, enmiendas y documentos relacionados.

10. 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 añadirlo. 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 e información pertinente.

- Asuntos próximos o futuros a considerar:
- Correspondencia/Anuncios/Información/Comentarios finales.

11. 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 respecto a: Conferencia con un 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**)

B. LITIGIO PENDIENTE (Código de Gobierno § 54956.9). La intención de este órgano de gobierno es reunirse en sesión cerrada respecto a: Conferencia con un asesor legal LITIGIO EXISTENTE (Código de Gobierno § 54956.9(d)(1)).
Partes, caso/reclamación nº: *Dalila Barajas et al. contra Ciudad de Avenal,*
(Tribunal Superior del Condado de Kings, **Caso Nº 26CU0248**)

C. LITIGIO PENDIENTE (Código de Gobierno § 54956.9). La intención de este órgano de gobierno es reunirse en sesión cerrada respecto a: Conferencia con un asesor legal LITIGIO EXISTENTE (Código de Gobierno § 54956.9(d)(1)).
Partes, caso/reclamación nº: *County of Kings contra Alvaro Preciado et al.*
(Tribunal Superior del Condado de Kings, **Caso nº 26CU0265**)

D. LITIGIO PENDIENTE (Código de Gobierno § 54956.9). La intención de este órgano de gobierno es reunirse en sesión cerrada respecto a: Conferencia con un asesor legal LITIGIO EXISTENTE (Código de Gobierno § 54956.9(d)(1)).
Partes, caso/reclamación nº: *Dalila Barajas et al. contra Alvaro Preciado et al.*
(Tribunal Superior del Condado de Kings, **Caso Nº Por** determinar)

E. Conferencia con negociadores de bienes inmuebles (Código de Gobierno § 54956.8).
La intención de este órgano de gobierno es reunirse en sesión cerrada para consultar con su(s) negociador(es) de bienes inmuebles respecto a la compra, venta, Intercambio o arrendamiento de bienes inmuebles por o para esta agencia, de la siguiente manera:
Descripción de la propiedad: **APNs: 040-320-009-000; 040-320-014-000; 036-170-035-000; 038-260-048-000; 038-260-062-000; 038-260-061-000; 038-260-002-000** Negociador(es): Gerente de la Ciudad/Abogado de la Ciudad/Ingeniero de la Ciudad.
Parte con quién negocia: Pearson Reality. Instrucciones al negociador sobre: Términos de pago.

F. Conferencia con negociadores de bienes inmuebles (Código de Gobierno § 54956.8).
La intención de este órgano de gobierno es reunirse en sesión cerrada para consultar con su(s) negociador(es) de bienes inmuebles respecto a la compra, venta, Intercambio o arrendamiento de bienes inmuebles por o para esta agencia, de la siguiente manera:
Descripción de la propiedad: **APNs: 036-170-035-000;** Negociador(es): Gerente de la ciudad/Abogado de la ciudad/ingeniero municipal.
Parte con quién negocia: Pearson Reality. Instrucciones al negociador sobre: Términos de pago.

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 & Centro de Eventos, 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 10 de agosto de 2026.

/s/ Karla Curiel
Karla Curiel, secretaria municipal adjunta

CITY OF AVENAL
Pistachio Capital of the World®"
REGULAR CITY COUNCIL/SUCCESSOR AGENCY/PF
A MEETING JUNE 25, 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 5:24 P.M.

Councilmember Verdugo read a statement as objection for the record. He stated the Kings County District Attorney's Office and Sheriff's Department confirmed in their June 4th cease and desist letter that he is the only legal sitting Councilmember and the rest of the seats became vacant on May 28th 2026 when the Registrar of Voters Office certified the recall votes. He then referred to the Attorney General Bob Ronta's Opinion on Quo Warranto. He then stated he is attending this council meeting as the sole lawful councilmember under protest. He is not participating in anything that requires a lawful quorum or closed session. He also said any vote done by the four "recalled city councilmembers" are subject to legal challenges and declared void. His attendance is not to be considered as consent or validation of any action by the other councilmembers. Copy of this statement has been included for the record.

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

ABSENT: Mayor Pro Tem Gamez.

STAFF: McAfee, Velasco (Via Zoom), Curiel, Davis, López, Bermudez, Hinkle, Guerra, Lopez, Morillon, Sanchez, Navarro.

LEGAL COUNSEL: Moses Diaz, Michael Colantuono.

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:
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 has expired. Please begin your comments by stating your name and place of residence.
Special Recognition: *Avenal High School Girls Varsity Softball: CIF Division VI Softball Championship*

Antony V. López, City Manager, recognized the Avenal High School Girls Varsity Softball team for winning the CIF Division VI Softball Championship.

Public Comment was opened at 5:37PM by Mayor Preciado.

Tom Chastane, Avenal Resident, asked Councilmembers how much longer they will remain in their seats. He stated the public pays them the same way the public funds the police department and yet nothing is done. He also stated if anyone from the table calls him racist there will be a problem as he is not racist. He also said they could settle things "on the street" and that was not a threat, it was a promise. He also stated to stop spending money, especially on the fire department.

Paul Cobine, Avenal Resident, directed his comment at sitting Councilmembers who are also Rotarians as well as the City Manager. He stated they are not going by the rules of Rotary as they are not transparent with the community and do not listen to them as they have asked for them to leave.

Dalilah Barajas, Avenal Resident, stated Councilmembers and the City have been served once again and expects to see everyone at Court on Monday and also invites the community to show up to display that they are no longer in agreement with what the Councilmembers are doing. She also stated they have lost their moral compass and it is disrespectful for them not to look up at her while she is talking. She also stated they need people that will listen to the community. She also directed herself to the "Hispanic community" and stated that they shouldn't be misinformed and should go look for the people not being recalled to know what is going on with the administration.

Sheila Verdugo, Avenal Resident, shared that her comment was only directed to Councilmember Verdugo, City Manager, and City Attorney. She stated a vote was called to recall four of the five councilmembers. She referenced May 28th certified election results, and stated the Councilmembers were no longer "sitting Councilmembers" and had no legal authority. She also stated the court of appeals let the recall election move forward and allowed ballots to be counted. She also shared Election Codes that state the process after recall votes are certified. She also stated that despite a cease and desist letter from the District Attorney's office, councilmembers continue to approve items. She also stated the Consent Calendar today is being used to make major changes and they should instead be discussed item by item for transparency. She also stated that if they continue voting, there could be legal trouble, and asked that the items be tabled.

Mayor Preciado gave a warning to members of the audience for disruptions.

Public Comment was closed at 5:52PM 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 June 11, 2026 Regular Meeting.
B. Consider Adoption of Updated Utilities Supervisor Job Description
C. Consider Creation of Limited-Term Fire Department Positions and Adoption of Related Job Descriptions
D. Consider Approval to Execute Sustainable Transportation Planning Grant (STPG) Award
E. Updated Financials from Price Paige & Company – Cash and Financial Statements, Check Register
F. Consider Resolution Approving Workforce Development Partnership with CALTERRA
G. Consider Resolution Authorizing Reallocation and Investment of City Funds (LAIF) Pursuant to the City's Investment Policy and Capital Projects and Accepting of Potential Future Grant Awards.

Councilmember Verdugo suggested to move items A, C, & G to Item 5.

Council Member/Successor Agency Member Preciado motioned to approve Items B, D, E, F. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.

ROLL CALL VOTE:
AYES: Preciado, Hernandez, Reynosa.
NOES: Councilmember Verdugo (under protest).
ABSENT: Mayor Pro Tem Gamez.
ABSTAIN: None.

RESOLUTION 2026-43: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL ADOPTING THE UPDATED JOB DESCRIPTION FOR THE POSITION OF UTILITIES SUPERVISOR

RESOLUTION 2026-45: IN THE MATTER OF: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL AUTHORIZING THE CITY MANAGER TO EXECUTE A RESTRICTED GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THE ADVANCING TRANSPORTATION SAFETY, EQUITY, & SUSTAINABILITY: TACTICAL URBANISM STUDY

RESOLUTION 2026-46: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL APPROVING A WORKFORCE DEVELOPMENT PARTNERSHIP WITH CALTERRA, THE FRESNO REGIONAL WORKFORCE DEVELOPMENT BOARD, AND RELATED PARTNERS

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

A. Consider City of Avenal/Successor Agency's Approval of Minutes for June 11, 2026 Regular Meeting.

Council Member/Successor Agency Member Preciado motioned to approve Item A. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.
ROLL CALL VOTE:
AYES: Preciado, Hernandez, Reynosa.
NOES: Councilmember Verdugo (under protest).
ABSENT: Mayor Pro Tem Gamez.
ABSTAIN: None.

Councilmember Verdugo shared suggested amendments to the June 11th minutes.

C. Consider Creation of Limited-Term Fire Department Positions and Adoption of Related Job Descriptions

Council Member/Successor Agency Member Preciado motioned to approve Resolution 2026-44. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.
ROLL CALL VOTE:
AYES: Preciado, Hernandez, Reynosa.
NOES: Councilmember Verdugo (under protest).
ABSENT: Mayor Pro Tem Gamez.
ABSTAIN: None.

Councilmember Verdugo shared that he opposes this resolution, as it seeks to expand the fire department which goes against the District Attorney's cease and desist letter.

RESOLUTION 2026-44: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL ESTABLISHING LIMITED-TERM FIRE DEPARTMENT CLASSIFICATIONS, ADOPTING RELATED JOB DESCRIPTIONS, AND AUTHORIZING ADMINISTRATIVE IMPLEMENTATION

G. Consider Resolution Authorizing Reallocation and Investment of City Funds (LAIF) Pursuant to the City's Investment Policy and Capital Projects and Accepting of Potential Future Grant Awards.

Councilmember Verdugo stated that he is against having Mayor Preciado as a signatory, referring to possible legal challenges due to the Kings County District Attorney's Office cease and desist letter.

Council Member/Successor Agency Member Preciado motioned to approve Resolution 2026-47. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.
ROLL CALL VOTE:
AYES: Preciado, Hernandez, Reynosa.
NOES: Councilmember Verdugo (under protest).
ABSENT: Mayor Pro Tem Gamez.
ABSTAIN: None.

RESOLUTION 2026-47: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL AUTHORIZING REALLOCATION AND INVESTMENT OF CITY FUNDS PURSUANT TO THE CITY'S INVESTMENT POLICY, SUPPORTING CAPITAL PROJECT FINANCING, UPDATING LOCAL AGENCY INVESTMENT FUND (LAIF) AUTHORIZED REPRESENTATIVES, AND AUTHORIZING ACCEPTANCE OF CERTAIN FUTURE GRANT AWARDS.

ACTIVITY REPORTS/SPECIAL PRESENTATIONS & COMMITTEE REPORTS:

A. Activity Reports:
   1. Police Department Activity Report: Cecilio Velasco, Chief of Police.
   2. Fire Department Activity Report: Jacob S. McAfee, Fire Chief
   3. Community Development Activity Report: Joshua McDonnell, Contract City Planner, 4Creeks.
   4. Economic Development & Grant Writing Report: John Basmajian, the CrisCom Company.

Council Member/Successor Agency Member Preciado motioned to receive presentations as submitted. The motion was seconded by Council Member/Successor Agency Member Reynosa and motion carried.
ROLL CALL VOTE:
AYES: Preciado, Reynosa, Hernandez.
NOES: Councilmember Verdugo (under protest).
ABSENT: Mayor Pro Tem Gamez.
ABSTAIN: None.

PUBLIC HEARING(s):

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

A. Updated Master Fee Schedule 2026-2027: Staff Report; Public Hearing; Resolution

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

Councilmember Verdugo shared a statement that he is participating in the meeting under protest and the sitting councilmembers have no authority to adopt this fee schedule.

Public Hearing was opened at 6:12PM by Mayor Preciado.

Sheila Verdugo, Avenal Resident, asked what measures will be taken so all community members pay the new fees the same across the board.

City Manager Antony V. López, responded that the City will continue to abide by the rate schedule.

Public Hearing was closed at 6:15PM by Mayor Preciado.

Council Member/Successor Agency Member Preciado motioned to approve Resolution 2026-48. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.
ROLL CALL VOTE:
AYES: Preciado, Reynosa, Hernandez.
NOES: Councilmember Verdugo (under protest).
ABSENT: Mayor Pro Tem Gamez.
ABSTAIN: None.

RESOLUTION 2026-48: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL, APPROVING CHANGES TO FEE/CHARGE SCHEDULE AS PART OF FY 2026/27 OPERATING BUDGET

OLD BUSINESS:

A. None.

NEW BUSINESS:

A. Consider Resolution Calling the General Municipal Election, Requesting Consolidation with the Statewide General Election, and Requesting the County Clerk to Render Specific Election Services for the November 3, 2026 Election

City Manager, Antony V. López, presented a summary on the resolution submitted.

Council Member/Successor Agency Member Preciado motioned to approve Resolution 2026-49. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.
ROLL CALL VOTE:
AYES: Preciado, Hernandez, Reynosa.
NOES: Councilmember Verdugo (under protest).
ABSENT: Mayor Pro Tem Gamez.
ABSTAIN: None.

Councilmember Verdugo shared an objection statement with four points as to why the sitting councilmembers cannot approve this resolution.

Legal Counsel Moses Diaz clarified that the letters from the Attorney General clearly indicate that sitting councilmembers are currently in office.

2026-49: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF TWO MEMBERS OF THE CITY COUNCIL, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF KINGS TO CONSOLIDATE SAID ELECTION WITH THE STATEWIDE GENERAL ELECTION, REQUESTING THE COUNTY CLERK OF THE COUNTY OF KINGS TO RENDER SPECIFIED SERVICES TO THE CITY OF AVENAL RELATING TO THE CONDUCT OF SAID ELECTION, AND APPROPRIATING FUNDS TO PAY FOR SAID SERVICES.

B. Consider Resolution Authorizing Economic Development Incentives with T&K Burger, LP.

Council Member/Successor Agency Member Preciado motioned to approve Resolution 2026-50. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.
ROLL CALL VOTE:
AYES: Preciado, Hernandez, Reynosa.
NOES: Councilmember Verdugo (under protest).
ABSENT: Mayor Pro Tem Gamez.
ABSTAIN: None.

Councilmember Verdugo shared an objection to Resolution 2026-50, stating it should be held until a "lawful council" is present.

RESOLUTION 2026- 50: Authorization to incentivize new development at the northeast corner of Skyline Boulevard and South 7th Avenue.

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: **Consider Summer Schedule of Council Meetings.**
- Correspondence/Announcements/Information/Closing Comments.

City Manager, Antony V. López, stated that the fire department is moving along well. He also shared information on Consider Summer Schedule of Council Meetings. Councilmember Verdugo shared no lawful quorum exists, therefore he will not be entering Closed Session. Mayor Preciado shared he hopes the fire department station will be completed soon and they have been working hard. He also stated that they will continue to do their best to listen to the community.

Council Member/Successor Agency Member Preciado motioned to cancel Council Meeting July 9th and reschedule for a later time. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.

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

City Council went Closed Session at 6:39PM.

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. County of Kings, John Chamberlin, et al.,* (Kings County Superior Court, **Case No. 26CU0138**)

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: Ross Family Properties, LLC, v. City of Avenal

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: *Dalila Barajas et al. v. City of Avenal,*
(Kings County Superior Court, **Case No. 26CU0248**)

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: *County of Kings v. Alvaro Preciado et al.*
(Kings County Superior Court, **Case No. 26CU0265**)

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: *Dalila Barajas et al. v. Alvaro Preciado et al.*
(Kings County Superior Court, **Case No. TBD**)

F. Conference with Real Property Negotiator(s) (Government Code § 54956.8).
It is the intent of this governing body to meet in Closed Session to confer with its real property negotiator(s) concerning the purchase, sale, exchange, or lease of real property by or for this agency as follows:
Property Description: **APNs: 040-320-009-000; 040-320-014-000**; **036-170-035-000; 038-260-048-000; 038-260-062-000; 038-260-061-000; 038-260-002-000** Negotiator(s): City Manager/City Attorney/City Engineer.
Party with whom negotiating: Pearson Reality. Instructions to negotiator concerning: Terms of Payment.

G. Conference with Real Property Negotiator(s) (Government Code § 54956.8).
It is the intent of this governing body to meet in Closed Session to confer with its real property negotiator(s) concerning the purchase, sale, exchange, or lease of real property by or for this agency as follows:
Property Description: **APNs: 036-170-035-000;** Negotiator(s): City Manager/City Attorney/City Engineer.
Party with whom negotiating: Pearson Reality. Instructions to negotiator concerning: Terms of Payment.

City Council returned from Closed Session at 7:29PM.

Item 11G was brought out to be considered in open session.

Mayor Preciado and City Manager Antony V. López, shared information on water plant infrastructure changes needed and the payment plan given per the staff report.

Council Member/Successor Agency Member Preciado motioned to approve Resolution 2026-51. The motion was seconded by Council Member/Successor Agency Member Hernandez and motion carried.

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

RESOLUTION 2026-51: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL APPROVING THE ACQUISITION, FINANCING, ESCROW, CONVEYANCE, RECORDATION, AND IMPLEMENTATION OF THE PURCHASE OF ASSESSOR'S PARCEL NUMBER

036-170-035 FOR PUBLIC WATER INFRASTRUCTURE PURPOSES; AUTHORIZING THE CITY MANAGER, CITY ENGINEER, CITY ATTORNEY, AND OTHER AUTHORIZED OFFICIALS TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE TRANSACTION; AND MAKING RELATED FINDINGS.

ADJOURNMENT:

City Council was adjourned by Mayor Preciado at 7:39PM.

/s/ Karla Curiel
Karla Curiel, Deputy City Clerk

AGENDA ITEM NO. 4. B

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

TO: The Honorable Mayor and City Council

FROM: Diego Corvera, PE, Contract City Engineer, A&M Consulting Engineers

DATE: August 13, 2026

RE: **Ratification, SS4A Planning Grant Execution** - Safe Streets and Roads for All (SS4A) Grant Agreement No. 693JJ32540730 – City of Avenal Vision Zero Action Plan (Project No. 226-018) – Ratification of Grant Agreement, Authorization of the City Manager, Ratification of Consultant Task Order, and Appropriation of Local Matching Funds.

RECOMMENDATION:

City Council to adopt **Resolution No. 2026- 52** taking the following actions with respect to the Federal Highway Administration Safe Streets and Roads for All (SS4A) Grant for the City of Avenal Vision Zero Action Plan (Project No. 226-018):

1. Accept the Fiscal Year 2024 SS4A Planning and Demonstration Grant in the amount of $200,000, and ratify, confirm and approve the execution by the City Manager on August 28, 2025 of Grant Agreement No. 693JJ32540730 with the Federal Highway Administration;
2. Authorize the City Manager, or designee, to execute the Grant Agreement and any amendments thereto, and to execute and submit all reimbursement requests, financial and performance reports, certifications and other documents necessary to administer and carry out the grant, subject to approval as to form by the City Attorney;
3. Ratify and approve the Task Order with A&M Consulting Engineers, Inc. for preparation of the City of Avenal Vision Zero Action Plan, effective September 1, 2025, in the lump sum not-to-exceed amount of $235,000.00, and authorize the City Manager to execute the Task Order, subject to approval as to form by the City Attorney;
4. Appropriate $50,000 from the General Fund, or Local Transportation Fund (LTF) as the local matching share required by the Grant Agreement, and direct staff to pursue substitution of Local Transportation Fund monies for all or part of that match, and to return the substituted amount to the General Fund, to the extent the Kings County Association of Governments confirms the expenditure is an eligible Transportation Development Act claim; and
5. Direct the Finance Director to establish a dedicated multi-year project account for the grant and to make the budget adjustments necessary to carry out this Resolution.

BACKGROUND:

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Phone: (559) 386-5766
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The Safe Streets and Roads for All (SS4A) Grant Program was established by Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58) and is administered directly by the

Federal Highway Administration (FHWA). It is a discretionary program, not an apportioned Title 23 federal-aid highway program, and awards are made by FHWA to the recipient agency rather than through Caltrans Local Assistance. Planning and Demonstration Grants fund the preparation of comprehensive safety action plans that identify and prioritize strategies to eliminate roadway fatalities and serious injuries.

On May 16, 2024 the City submitted an application to FHWA for the City of Avenal Vision Zero Action Plan. The application requested $200,000 in federal funds against a total estimated project cost of $250,000, with the City providing a $50,000 local match, consistent with the twenty percent (20%) non-federal cost share the program requires.

The application was selected for award, and Grant Agreement No. 693JJ32540730 was executed by the City Manager on August 28, 2025 and by the FHWA Agreement Officer on the same date. The controlling terms of the award are summarized below.

The Grant Agreement establishes the following controlling milestones for the Action Plan:

Grant Milestone	**Date**
Planned Draft Action Plan completion	June 30, 2028
Planned Final Action Plan completion	June 29, 2029
Final Action Plan posted and publicly available	September 27, 2029
SS4A final report	December 31, 2029
Period of performance ends; funds must be expended	July 15, 2030

AUTHORITY TO RATIFY:

Government Code section 40602 provides that contracts are signed by the Mayor unless the City has adopted an ordinance delegating signature authority to another officer. Government Code section 53060 confers on the City affirmative authority to contract for special engineering services and to pay for them from any available funds. Under settled California law a public entity may ratify a contract that it had the power to make in the first instance but which was executed without proper internal authorization; it may not ratify an act that was beyond its power altogether, or one that circumvented a mandatory competitive bidding procedure.

Neither limitation applies here. Accepting a federal planning grant and contracting for professional planning and engineering services are both squarely within the City's power, and no competitive bidding statute reaches professional services — Public Contract Code section 20161 applies to public projects, and low-bid selection of engineering services would in fact conflict with

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Government Code section 4526. Ratification is therefore available, and staff recommends that it be taken openly, as a ratification, with the actual dates of execution and performance stated on the record.

GRANT OBLIGATIONS AND ADMINISTRATION:

Execution of the Grant Agreement commits the City to a set of continuing obligations that the requested authorization allows the City Manager to carry out. The principal obligations are:

Reimbursement. The grant is a reimbursement program. The City incurs the cost, then requests reimbursement of the federal share through the DELPHI iSupplier System on Standard Form 270, supported by a detailed breakout of costs by cost element. Requests may be made no more frequently than monthly.

Reporting. Quarterly performance progress reports and quarterly federal financial reports are due throughout the period of performance, together with the final project cost and lessons-learned reporting required within 120 days after the period of performance ends.

Public availability. The final Action Plan must be published on a publicly available City website.

Expenditure deadline. SS4A funds must be expended within five years after execution and obligation, that is, by July 15, 2030.

Compliance. The City must comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200), Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Rehabilitation Act, and must retain project records for not less than three years after final payment.

Grant administration and the associated reporting have been carried out to date under the City Manager's direction with the support of the City Engineer. Ratifying the agreement and confirming the City Manager's authority regularizes that arrangement for the remaining term of the award.

FISCAL IMPACT:

The Grant Agreement provides $200,000 in federal funds, being eighty percent (80%) of the $250,000 total eligible project cost, and requires the City to provide the remaining twenty percent (20%), or $50,000, from non-federal sources (General Fund). The approved budget allocates the federal share and the local match as follows:

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Avenal, CA 93204
Phone: (559) 386-5766
Fax: (559) 386-0629

Activity	SS4A Federal Share	City Local Match (Gen Fund)	Total
Grant Administration (City-performed)	$8,000	$2,000	$10,000
Consultant Procurement (City-performed)	$4,000	$1,000	$5,000
Consultant Costs (Vision Zero Action Plan)	$188,000	$47,000	$235,000
TOTAL	**$200,000**	**$50,000**	**$250,000**

An appropriation of $50,000 is therefore required. Of that amount, $47,000 is a cash outlay against the consultant Task Order and $3,000 corresponds to City staff time devoted to grant administration and consultant procurement. Staff recommends that the full $50,000 be appropriated to a single dedicated project account so that the match is documented in one place, as the cost-sharing records required by 2 CFR 200.306 contemplate. The match is spread across the period of performance, which runs through July 15, 2030; the unexpended balance carries forward each year, and the appropriation will be drawn only as costs are incurred.

The grant reimburses on a cost-incurred basis. The City pays each invoice in full and recovers eighty percent (80%) through the Standard Form 270 process, so the General Fund carries the timing difference between payment and reimbursement.

Recommended Motion (and Alternative Motions if expected):

I move to adopt Resolution No. 2026-___ accepting the Fiscal Year 2024 Safe Streets and Roads for All Grant in the amount of $200,000 for the City of Avenal Vision Zero Action Plan; ratifying and confirming the City Manager's execution of Grant Agreement No. 693JJ32540730 on August 28, 2025; authorizing the City Manager, or designee, to execute the Grant Agreement and all documents necessary to administer the grant; ratifying and approving the Task Order with A&M Consulting Engineers, Inc. in the lump sum not-to-exceed amount of $235,000.00 and authorizing the City Manager to execute it; and appropriating $50,000 from the General Fund as the required local match, all subject to approval as to form by the City Attorney.

Attachments:

1. **Resolution No. 2026-52** — Ratification of SS4A Grant Agreement, Authorization of the City Manager, Ratification of Consultant Task Order, and Appropriation of Local Matching Funds
2. SS4A Grant Agreement No. 693JJ32540730, executed August 28, 2025 (FY 2024 Safe Streets and Roads for All)

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL ACCEPTING THE SAFE STREETS AND ROADS FOR ALL GRANT FOR THE CITY OF AVENAL VISION ZERO ACTION PLAN, RATIFYING EXECUTION OF GRANT AGREEMENT NO. 693JJ32540730, AUTHORIZING THE CITY MANAGER, AND APPROPRIATING LOCAL MATCHING FUNDS

RESOLUTION 2026-52

WHEREAS, on May 16, 2024 the City of Avenal applied to the Federal Highway Administration for a Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant under Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58) to prepare the City of Avenal Vision Zero Action Plan, and the application was selected for award in the amount of $200,000 against a total eligible project cost of $250,000, with a local matching share of $50,000; and

WHEREAS, Grant Agreement No. 693JJ32540730 (Assistance Listing 20.939) was executed by the City Manager on August 28, 2025 and by the Federal Highway Administration on the same date, and establishes a period of performance ending July 15, 2030; and

WHEREAS, no action of the City Council authorizing application for the grant, acceptance of the award, execution of the Grant Agreement, or appropriation of the local matching share was located in the City Council record for calendar years 2024 and 2025, and Government Code section 53060 confers on the City authority to contract for special engineering services and to pay for those services from any available funds, such that the City Council may now ratify and confirm that execution; and

WHEREAS, preparation of the Vision Zero Action Plan is performed by task order under the City's existing on-call City Engineer agreement, and task orders may be processed administratively by the City Manager once authority to administer the grant is confirmed and the local match is appropriated; and

WHEREAS, the Grant Agreement requires a non-federal local matching share of $50,000, which may not include funds made available under Title 23 of the United States Code, and the General Fund is unrestricted and available for that purpose, while the City's Local Transportation Fund apportionment under the Transportation Development Act (Pub. Util. Code § 99200 et seq.) may also be available, subject to confirmation of eligibility by the Kings County Association of Governments.

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 August 13, 2026, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____	ATTEST:_____
ALVARO PRECIADO, Mayor CITY OF AVENAL	MARIA. A ORTIZ, City Clerk CITY OF AVENAL

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

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. The City Council accepts the Safe Streets and Roads for All Grant in the amount of $200,000 for the City of Avenal Vision Zero Action Plan, and ratifies, confirms and approves the execution by the City Manager on August 28, 2025 of Grant Agreement No. 693JJ32540730 with the Federal Highway Administration.

2. The City Manager, or designee, is authorized to execute the Grant Agreement and any amendments thereto, to execute task orders under the City's existing on-call City Engineer agreement for preparation of the Vision Zero Action Plan within the appropriation and the approved grant budget, and to execute and submit all reimbursement requests, reports, certifications and other documents necessary to administer the grant, subject to approval as to form by the City Attorney.

3. The sum of $50,000 is appropriated from the General Fund, or Local Transportation Fund (LTF) as the local matching share required by the Grant Agreement, and the Finance Director is authorized to establish a dedicated multi-year project account and to make the necessary budget adjustments. No funds made available under Title 23 of the United States Code shall be used for any portion of the match. Staff is directed to pursue a Local Transportation Fund claim for all or part of the match and to return the substituted amount to the General Fund, to the extent the Kings County Association of Governments confirms the expenditure is an eligible claim under the Transportation Development Act.

4. Authorized the City Manager, City Engineer, and all 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.

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

1. Federal Award No.
693JJ32540730

2. Effective Date
See No. 16 Below

3. Assistance Listings No.
20.939

4. Award To
City of Avenal
919 Skyline Blvd
Avenal, CA 93204

Unique Entity Id.: CUEJWKSTWLE4
TIN No.: 94-2608273

5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590

6. Period of Performance
Effective Date of Award – July 15, 2030

7. Total Amount

Federal Share:	$200,000
Recipient Share:	$50,000
Other Federal Funds:	$0
Other Funds:	$0
Total:	$250,000

8. Type of Agreement
Grant

9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (IIJA, Pub. L. 117–58, November 15, 2021)

10. Procurement Request No.
HSA250302PR

11. Federal Funds Obligated
$200,000

12. Submit Payment Requests To
See Article 5.

13. Accounting and Appropriations Data
15X0174E50.0000.055SR30500.5592000000.41010.61006600.0000000000.0000000000.0000000000.0000000000

14. Description of the Project
Develop a comprehensive safety action plan that addresses the safety needs of pedestrians, cyclists, and vehicles at street intersections and street crossings.

RECIPIENT

15. Signature of Person Authorized to Sign

Antony N. López 08/28/2025

Signature Date

Name: Antony V. López
Title: City Manager

FEDERAL HIGHWAY ADMINISTRATION

16. Signature of Agreement Officer

Signature Date

Name:
Title: Agreement Officer

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the United States Department of Transportation's (the "**USDOT**") Federal Highway Administration (the "**FHWA**") and the City of Avenal (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All ("**SS4A**") Grant for the City of Avenal Vision Zero Action Plan.

The parties therefore agree to the following:

ARTICLE 1
GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All ("SS4A") Grant Program," dated March 17, 2025, which is available at https://www.transportation.gov/grants/ss4a/grant-agreements under "Fiscal Year 2024." Articles 7–33 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.

(b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2
APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: City of Avenal Vision Zero Action Plan

Application Date: 05/16/2024

2.2 Award Amount.

SS4A Grant Amount: $200,000

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3
SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative:
The proposed City of Avenal Vision Zero Action Plan will have four objectives that will guide the planning activities. First and foremost, this Plan will identify and prioritize cost-effective strategies to improve overall road safety for drivers, pedestrians, and cyclists. Second, this Plan will ensure that all recommendations to improve our transportation infrastructure comply with ADA requirements to guarantee accessibility for pedestrians with disabilities. Third, this Plan will create a roadmap and implementation strategy for a connected network of safe walking, biking, and vehicle facilities, that remove mobility barriers to key destinations in our community. Lastly, this Plan will identify strategies and make recommendations to promote a broad range of transportation choices. This Plan will engage with community stakeholders to ensure the Plan represents the priorities and concerns of a broad spectrum of our community through community charrettes, this may include emergency response officials, business owners, older adults, and students. With this approach we can discover strategic and community-informed recommendations that are appropriate and effective at addressing our community's transportation safety needs.

The project will be completed in one phase.

Base Phase: Pre-NEPA: develop a comprehensive safety action plan.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned NEPA completion date:	By award date
Planned Draft Plan Completion date:	June 30, 2028
Planned Final Plan Completion Date:	June 29, 2029
Planned Final Plan Publicly Available Date:	September 27, 2029
Planned SS4A Final Report Date:	December 31, 2029

Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	$200,000
Other Federal Funds:	$0
State Funds:	$0
Local Funds:	$50,000
In-Kind Match:	$0
Other Funds:	$0
Total Eligible Project Cost:	$250,000

(b) Cost Classification Table – For Planning and Demonstration Grants with demonstration activities and Implementation Grants Only

N/A

(c) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Antony V. López
City Manager
City of Avenal
919 Skyline Blvd Avenal, CA 93204
559-386-5766
alopez@cityofavenal.us

4.2 Recipient Key Personnel.

Name	Title or Position
Javier Andrade, PE	City Engineer
Griselda Price	Director of Administrative Services

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-42, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – California
Agreement Officer's Representative (AOR)
650 Capitol Mall, Suite 4-100,
Sacramento, CA 95814
916-498-5014
Hdaca@dot.gov

and

Ivy Attah
California Division Office Lead Point of Contact
Senior Operations Engineer
650 Capitol Mall, Suite 4-100
Sacramento, CA 95814
Ivy.attah@dot.gov

ARTICLE 5
USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the "AO") are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f)(6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

(a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

(b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

(c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "**AOR**") may withhold processing that request until the Recipient provides sufficient detail.

(d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.

(e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient

use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.

(f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6
SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Action Plan will be made publicly available and agrees that it will publish the final Action Plan on a publicly available website.

6.5 The Government's execution of this agreement does not in any way constitute pre-approval or waiver of any of the regulations imposed upon Recipient under the applicable Federal rules, regulations and laws regarding SS4A projects undertaken in accordance with the terms and conditions of this agreement. The Recipient shall comply with all applicable Federal requirements before incurring any costs under this agreement.

6.6 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Avenal

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs [for all Grants]	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations [for all Grants]	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B
CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

	Application		Section 3.3	
Fund Source	$	%	$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C

[RESERVED]

ATTACHMENT D

[RESERVED]

ATTACHMENT E
LABOR AND WORK

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

X	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. *(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)*
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. *(Describe the training programs in the supporting narrative below.)*
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. *(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)*
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. *(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)*
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. *(Describe the partnership and workforce strategies in the supporting narrative below.)*
	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)*
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in Attachment B. *(Identify the relevant actions from Attachment B in the supporting narrative below.)*
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

All work for this Project will be conducted consistent with Avenal's hiring, employment, and procurement standards and thus support good-paying jobs. The Project will allow for free and fair choice to join a union, consistent with applicable law.

ATTACHMENT F

CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with "X" in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.

2. Supporting Narrative.

N/A. This grant will not fund the purchase of Information Technology and/or Operational Technology.

ATTACHMENT G

[RESERVED]

AGENDA ITEM NO. 4. C

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

TO: The Honorable Mayor and City Council

FROM: Diego Corvera, PE, Contract City Engineer, A&M Consulting Engineers

DATE: August 13, 2026

RE: **Construction Contract Award** - Water Treatment Plant PLC and SCADA Replacement Project (Project No. 225-025) – Award of Construction Contract and Appropriation of Funds.

RECOMMENDATION:

City Council to adopt **Resolution No. 2026-53** taking the following actions with respect to the Water Treatment Plant PLC and SCADA Replacement Project (Project No. 225-025):

1. Award the construction contract to Nviro of San Luis Obispo, California, the lowest responsive and responsible bidder, in the amount of $391,015.00;
2. Authorize the City Manager to execute the construction contract and all related documents, subject to approval as to form by the City Attorney, and to issue the Notice to Proceed;
3. Approve a construction contingency in the amount of $39,101.50 (10% of the contract amount) and authorize the City Manager to approve change orders within that contingency;
4. Approve construction management and inspection services in the amount of $19,550.75 (5% of the construction contract amount); and
5. Appropriate $81,767.25 from the Water Enterprise Fund to fund project costs in excess of the State Water Resources Control Board grant award.

BACKGROUND:

The City of Avenal operates Water Treatment Plant No. 2 (WTP-2), which treats the City's potable water supply. The plant is controlled by a Programmable Logic Controller (PLC) that is obsolete and no longer supported by the manufacturer. Replacement parts are not reliably available, and a failure of the existing controller would leave plant operations without automated control of the treatment process. The existing Supervisory Control and Data Acquisition (SCADA) system that operators use to monitor and control the plant, along with the radio telemetry links to Tanks 2 and 3, must be upgraded concurrently so that the new controller integrates with the balance of the City's water system.

To address this condition, the City applied for and received funding from the State Water Resources Control Board (SWRCB) Urgent Drinking Water Needs (UDWN) Grant Program under the Safe and Affordable Funding for Equity and Resilience (SAFER) Drinking Water

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Program. Funding Agreement No. D2517013 was executed on April 20, 2026 in the amount of $367,900. The grant agreement establishes the following controlling milestones:

Grant Milestone	Date / Amount
Project Funding Amount (Agreement No. D2517013)	$367,900
Approved Design Plans and Specifications	June 30, 2026
Notification of Start of Construction	August 31, 2026
Completion of Construction	December 31, 2026
Final Reimbursement Request	January 31, 2027

The project scope advertised for bid consists of demolition of the existing WTP-2 PLC and analog controllers; installation of a new PLC, dedicated uninterruptible power supply, and operator interface terminal; rewiring, labeling, calibration and point-to-point verification of approximately 180 I/O points; new SCADA server computers and Ignition SCADA licensing, screen development, historian and alarm notification configuration; migration of the existing PLC program and reprogramming of the radio telemetry PLCs at Tanks 2 and 3; factory and site acceptance testing; startup, commissioning and operator training; and as-built drawings, program backups and O&M manuals. An additive bid item for a RACO alarm dialer at WTP-2 was carried as Schedule H, and a $25,000 owner-directed allowance was carried as Bid Item J-1.

BIDDING PROCESS:

The project was advertised and bid as a formal public project under the Uniform Public Construction Cost Accounting Act (CUPCCAA), which the City has adopted by Avenal Municipal Code § 3-8.12. Noticing accordingly followed Public Contract Code § 22037, which requires publication in a newspaper of general circulation at least 14 calendar days before bid opening and notice to the construction trade journals designated by the California Uniform Construction Cost Accounting Commission for Kings County at least 15 calendar days before bid opening. The bid schedule was set to exceed both minimums, and to preserve the 72-hour addendum buffer of Public Contract Code § 4104.5. The bidding milestones were as follows:

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Date (2026)	Milestone
July 16	Notice Inviting Bids posted to the Central Valley builders exchange online plan room (21 days before bid opening).
July 22	First publication of the Notice Inviting Bids in the Hanford Sentinel (15 days before bid opening; 14 required). Trade journal notice deadline satisfied.
July 23	Mandatory pre-bid conference and site visit held at the water treatment plant.
July 28	Second publication in the Hanford Sentinel, carrying a standing offer of an alternate site visit to any contractor that did not attend the July 23 conference.
July 29	Deadline for written bidder questions and for requesting an alternate site visit.
July 31	Addendum No. 1 issued to all plan holders of record.
August 6	Bids opened publicly and read aloud at 2:00 p.m., Office of the City Clerk, 919 Skyline Blvd.

The City recorded eight (8) plan holders of record during the advertisement period. A mandatory pre-bid conference and site visit was held on July 23, 2026, and attendance was documented by sign-in sheet and photographs. Because the mandatory site visit had already occurred at the time of the second publication, the second notice extended a uniform standing offer of a City-arranged alternate site visit, so that later plan holders were not foreclosed from bidding, no requests were received.

BIDS RECEIVED:

Two (2) sealed bids were received and were opened publicly and read aloud at 2:00 p.m. on Thursday, August 6, 2026 at the Office of the City Clerk. Consistent with the Bid Schedule, the basis of award is the Total Base Bid plus Additive Bid Item H-1. The bids received were as follows:

Rank	Bidder	Base Bid	Additive H-1	Total Bid
1	Nviro — San Luis Obispo, CA	$382,925.00	$8,090.00	$391,015.00
2	Telstar Instruments — Sacramento, CA	$449,740.00	$7,500.00	$457,240.00

Nviro is the apparent low bidder, $66,225.00 (16.9%) below the second bid. The Engineer's Estimate for the construction and equipment sub-total was $272,500.00; both base bids exceed that estimate, which staff attributes primarily to the specialized systems integration nature of the work, the addition of the operator interface terminal and cutover items by addendum, and the $25,000 owner-directed allowance carried identically by both bidders under Bid Item J-1.

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BID EVALUATION AND CONTRACTOR VERIFICATION:

Staff completed a full evaluation of both bids against the responsiveness checklist and the requirements of the Contract Documents. The results are summarized below and documented in the Recommendation for Award and bid evaluation package attached to this report.

Mathematical verification. All thirty-one (31) base bid line item extensions plus the additive item were independently recomputed for both bidders. Every extension equals quantity multiplied by unit price, and both base bids foot exactly to the totals stated in figures and in written words. No mathematical errors were found in either bid and no correction of either bid was required.

License verification. Contractors' State License Board and Department of Industrial Relations records were checked for both bidders and determined to be current and valid.

Reference checks. Section 2.5 of the Project Special Provisions, as revised by Addendum No. 1, requires each bidder to list not fewer than five (5) owners for whom comparable PLC and/or SCADA work has been completed within the last seven (7) years. Nviro submitted five (5) references and Telstar Instruments submitted six (6). Staff contacted the references provided by the apparent low bidder to confirm scope, contract value, schedule and quality of performance, and the responses received were satisfactory. Nviro is an Ignition Gold Certified Integrator and a CSIA certified firm, and identified Ignition-certified personnel assigned to the project; four of its five references are Ignition SCADA projects, which is the SCADA platform specified for this project. Staff also confirmed in writing with the apparent low bidder their experience with the specified controller platform and the program migration approach, as neither bid package on its face documented prior work on that specific processor family.

Responsiveness determination. Both bids are responsive, subject to the City's waiver of the minor informalities identified in the bid evaluation package pursuant to Section 2.10 of the Project Special Provisions and the Notice to Contractors.

Based on the foregoing, staff has determined that Nviro submitted the lowest responsive bid and is a responsible contractor, and recommends award of the construction contract to Nviro in the amount of $391,015.00.

FISCAL IMPACT:

The State Water Resources Control Board Urgent Drinking Water Needs grant under Agreement No. D2517013 provides $367,900 for the project. The construction contract amount, together with the recommended construction contingency and construction management costs, exceeds

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the grant award, and an appropriation of City funds is therefore required to fully fund the project. The estimated project cost and funding are as follows:

PLC SCADA Replacement Project	**Amount**
Construction Budget	
Construction Contract — Nviro (Base Bid plus Additive Item H-1)	$391,015.00
Construction Contingency (10% of construction contract)	$39,101.50
Construction Management and Inspection (5% of construction contract)	$19,550.75
Total Estimated Construction Cost	**$449,667.25**
Less: SWRCB UDWN Grant, Agreement No. D2517013	($367,900.00)
Appropriation Required (Water Enterprise Fund)	**$81,767.25**

The recommended 10% construction contingency of $39,101.50 provides for change orders arising from unforeseen field conditions encountered during the cutover of a live treatment plant, including undocumented existing wiring and I/O point reconciliation against the approved I/O List. Construction management and inspection services are recommended at 5% of the construction contract amount, or $19,550.75, and cover construction observation, submittal and RFI review, pay application review, coordination with plant operations staff, photo documentation and the progress and reimbursement reporting required by the grant agreement.

An appropriation of $81,767.25 from the Water Enterprise Fund is required to fund the difference between the total estimated construction cost and the grant award. Costs incurred in excess of the grant amount are not reimbursable by the SWRCB. Staff notes that Bid Item J-1 is a $25,000 owner-directed allowance carried identically by both bidders and drawn only if the City directs the work; net of that allowance, the low base bid is $357,925.00, which is within the grant amount. To the extent the allowance and the contingency are not expended, the appropriation will not be drawn in full and the unexpended balance will remain in the Water Enterprise Fund.

Recommended Motion (and Alternative Motions if expected):

I move to adopt **Resolution No. 2026-_53_** awarding the construction contract for the Water Treatment Plant PLC and SCADA Replacement Project, Project No. 225-025, to Nviro in the amount of $391,015.00; authorizing the City Manager to execute the contract and all related documents subject to approval as to form by the City Attorney; approving a construction contingency of $39,101.50 and construction management services of $19,550.75; and appropriating $81,767.25 from the Water Enterprise Fund.

Alternative Motion: I move to reject all bids and direct staff to rebid the project.

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Attachments:

1. **Resolution No. 2026-_53_** — Award of Construction Contract
2. Notice of Intent to Award, dated August 6, 2026
3. Bid Tabulation and Bid Evaluation Summary, bid opening August 6, 2026

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF: RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL AWARDING A CONSTRUCTION CONTRACT FOR THE WATER TREATMENT PLANT PLC AND SCADA REPLACEMENT PROJECT, PROJECT NO. 225-025, AND APPROPRIATING FUNDS

RESOLUTION 2026-53

WHEREAS, on April 20, 2026 the City of Avenal executed Funding Agreement No. D2517013 with the State Water Resources Control Board under the Urgent Drinking Water Needs Grant Program, in the amount of $367,900, for replacement of the obsolete Programmable Logic Controller and associated SCADA system upgrades at Water Treatment Plant No. 2; and

WHEREAS, the Water Treatment Plant PLC and SCADA Replacement Project, Project No. 225-025, was advertised for competitive bids in accordance with Avenal Municipal Code § 3-8.12 and Public Contract Code § 22037, and two (2) sealed bids were received and publicly opened and read aloud on August 6, 2026; and

WHEREAS, the City Engineer has evaluated the bids received and determined that Nviro submitted the lowest responsive bid, in the total amount of $391,015.00, and is a responsible contractor meeting the requirements of the grant agreement and the City Specifications; and

WHEREAS, the total estimated construction cost, including a ten percent (10%) construction contingency and construction management services at five percent (5%) of the contract amount, is $449,667.25, which exceeds the grant award and requires an appropriation of City funds; and

WHEREAS, Funding Agreement No. D2517013 requires the State Water Resources Control Board, Division of Financial Assistance, to approve the summary of bids in writing before the City awards the construction contract, and requires completion of construction by December 31, 2026.

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 August 13, 2026, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____	ATTEST:_____
ALVARO PRECIADO, Mayor CITY OF AVENAL	MARIA. A ORTIZ, City Clerk CITY OF AVENAL

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

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. The City Council waives the minor and immaterial irregularities in the bids received, finds Nviro to be the lowest responsive bidder and a responsible contractor, and awards the construction contract for the Water Treatment Plant PLC and SCADA Replacement Project, Project No. 225-025, to Nviro in the amount of $391,015.00.

2. A construction contingency in the amount of $39,101.50, being ten percent (10%) of the contract amount, and construction management and inspection services in the amount of $19,550.75, being five percent (5%) of the contract amount, are approved, and the City Manager, or designee, is authorized to approve change orders within the contingency.

3. The sum of $81,767.25 is appropriated from the Water Enterprise Fund to fund Project costs in excess of the grant award, and the Finance Director is authorized to make the necessary budget adjustments.

4. The City Manager, or designee, is authorized to execute the construction contract, to issue the Notice to Proceed, and to execute all documents necessary to administer Funding Agreement No. D2517013, subject to approval as to form by the City Attorney; provided that the contract shall not be executed until the State Water Resources Control Board has approved the summary of bids in writing.

5. Authorized the City Manager, City Engineer, and all 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.

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

8/6/2026
2:00 PM

CITY OF AVENAL

225-025 WATER TREATMENT PLANT PLC AND SCADA REPLACEMENT PROJECT

				NVIRO		TELSTAR INSTRUMENTS	
ITEM NO.	ITEM DESCRIPTION	UOM	ESTIMATED QUANTITIY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
A-1	Mobilization & Demobilization	LS	1	$16,597.00	$16,597.00	$22,000.00	$22,000.00
A-2	Complete Project Submittal Package	LS	1	$11,583.00	$11,583.00	$5,000.00	$5,000.00
A-3	Site-Specific Safety Plan & LOTO Procedures	LS	1	$1,815.00	$1,815.00	$2,500.00	$2,500.00
B-1	WTP-2 Existing PLC Demolition	EA	1	$3,518.00	$3,518.00	$12,000.00	$12,000.00
B-2	WTP-2 Existing Analog Controller Removal	EA	4	$464.00	$1,856.00	$2,000.00	$8,000.00
B-3	E-Waste Disposal & Receipts	LS	1	$1,020.00	$1,020.00	$5,000.00	$5,000.00
B-4	WTP-2 Control System Cutover (Sec 11.5)	LS	1	$5,071.00	$5,071.00	$84,500.00	$84,500.00
C-1	WTP-2 New PLC Hardware (P2-550 or equal)	EA	1	$20,130.00	$20,130.00	$30,000.00	$30,000.00
C-2	PLC-Dedicated UPS at WTP-2	EA	1	$1,020.00	$1,020.00	$10,000.00	$10,000.00
C-3	Directsoft Ethernet Comm Module (Tanks 2 & 3)	EA	1	$1,806.00	$1,806.00	$5,000.00	$5,000.00
C-4	WTP-2 Operator Interface Terminal (HMI)	EA	1	$5,877.00	$5,877.00	$25,000.00	$25,000.00
D-1	Approved I/O List Deliverable	EA	1	$17,529.00	$17,529.00	$5,000.00	$5,000.00
D-2	I/O Point Rewiring & Termination	PT	180	$110.00	$19,800.00	$100.00	$18,000.00
D-3	Wire & Terminal Labeling	PT	180	$33.00	$5,940.00	$20.00	$3,600.00
D-4	Analog Loop Calibration & Scaling Verification	PT	60	$115.00	$6,900.00	$60.00	$3,600.00
D-5	Discrete I/O Point-to-Point Verification	PT	120	$110.00	$13,200.00	$36.75	$4,410.00
E-1	SCADA Server Computers (Dell or equal)	EA	2	$6,928.00	$13,856.00	$15,250.00	$30,500.00
E-2	Ignition SCADA Licensing & Installation	LS	1	$55,551.00	$55,551.00	$42,000.00	$42,000.00
E-3	SCADA Screen Development	EA	10	$3,450.00	$34,500.00	$4,110.00	$41,100.00
E-4	Historian Setup & Tag Logging Configuration	LS	1	$2,760.00	$2,760.00	$7,300.00	$7,300.00
E-5	Alarm Notification Configuration (Ignition)	LS	1	$4,476.00	$4,476.00	$5,650.00	$5,650.00
F-1	WTP-2 PLC Program Migration (Productivity Suite)	LS	1	$51,652.00	$51,652.00	$28,000.00	$28,000.00
F-2	Radio Telemetry PLC Reprogramming (Tanks 2 & 3)	LS	1	$5,334.00	$5,334.00	$2,200.00	$2,200.00
F-3	PLC/SCADA Tag List Cross-Check Deliverable	LS	1	$7,049.00	$7,049.00	$1,200.00	$1,200.00
G-1	Factory Acceptance Test (FAT)	EA	1	$13,211.00	$13,211.00	$5,000.00	$5,000.00
G-2	Site Acceptance Test (SAT) at WTP-2	EA	1	$17,529.00	$17,529.00	$3,000.00	$3,000.00
G-3	Startup & Commissioning Support	EA	1	$3,793.00	$3,793.00	$2,880.00	$2,880.00
G-4	Operator Training Sessions (4-hour)	EA	4	$1,334.00	$5,336.00	$1,200.00	$4,800.00
G-5	As-Builts, Backups, Credentials & O&M Manuals	LS	1	$8,327.00	$8,327.00	$5,000.00	$5,000.00
I-1	SAFER Project Sign (Sec 10.4)	EA	1	$889.00	$889.00	$2,500.00	$2,500.00
J-1	Owner-Directed Allowance ($25,000)	ALW	1	$25,000.00	$25,000.00	$25,000.00	$25,000.00
H-1	ADDITIVE: RACO Alarm Agent Dialer at WTP-2	EA	1	$8,090.00	$8,090.00	$7,500.00	$7,500.00
				BASE BID	**$382,925.00**	**BASE BID**	**$449,740.00**
				ADDITIVE BID (H-1)	$8,090.00	**ADDITIVE BID (H-1)**	$7,500.00
				TOTAL BID (BASIS OF AWA	**$391,015.00**	**TOTAL BID (BASIS OF AWA**	**$457,240.00**

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Phone: (559) 386-5766
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August 6, 2026

Ryan Swenson, Chief Financial Officer
Nviro
933 Buckley Road
San Luis Obispo, CA 93401

RE: **Water Treatment Plant PLC and SCADA Replacement Project (No. 225-025)**
- Notice of Intent to Award.

Dear Mr. Swenson:

The City of Avenal received two (2) sealed bids for the above Project on August 6, 2026, and intends to award the construction contract to Nviro as the lowest responsive and responsible bidder in the total bid amount of $391,015.00 (Base Bid $382,925.00 plus Additive Bid Item H-1 $8,090.00).

This notice does not constitute an award of contract. The City's intent to award is conditioned upon each of the following:

1. Written approval of the summary of bids and the identified lowest responsible bidder by the State Water Resources Control Board, Division of Financial Assistance, under Grant Agreement No. D2517013;
2. Award of the construction contract by the Avenal City Council; and
3. Your firm's written response to the City Engineer's outstanding responsibility items.

Within ten (10) calendar days after the Notice of Award is mailed, the Contractor shall execute and return the Agreement together with Faithful Performance and Payment Bonds, each at one hundred percent (100%) of the Contract Price, and certificates of insurance naming the City of Avenal, its officers, agents, employees, and consultants as additional insured. Failure to comply may result in forfeiture of the bid guaranty and award to the next lowest bidder.

Should you have any questions, please contact the undersigned at (916) 605-9300 or diego@am-engr.com.

Sincerely,

Diego Corvera, PE
Contract City Engineer
A&M Consulting Engineers, Inc.

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: **August 11, 2026**

RE: **Mutual Aid**

BACKGROUND: MUTUAL AID AGREEMENTS/PARTNERSHIPS

The purpose of this item/action is to ensure there are no unnecessary administrative delays in putting those partnerships into operation.

The City of Avenal has established and is continuing to develop a municipal fire department responsible for providing fire protection, emergency medical first response, rescue, wildland fire response, and other emergency services within the City and its designated response area.

Modern fire and emergency services are based upon a system of local resources supported by mutual aid and automatic aid. No individual fire department can reasonably maintain sufficient personnel, apparatus, equipment, and specialized capabilities to independently manage every potential emergency. Mutual aid systems allow jurisdictions to share resources during significant incidents, simultaneous emergencies, specialized rescue events, wildland fires, major structure fires, disasters, and other situations that exceed the capabilities of the initial responding agency.

On April 23, 2026, the City Council adopted **Resolution No. 2026-26**, formally establishing the City of Avenal's participation in the California Fire and Rescue Mutual Aid System. The resolution authorizes the Fire Chief or designee to request and provide mutual aid, participate in operational agreements consistent with the statewide mutual aid system, and commit City resources when doing so does not unreasonably compromise protection of the City.

As the Avenal Fire Department continues developing its regional response network, the Department has pursued mutual aid, automatic aid, and cooperative response relationships with neighboring and regional fire service agencies.

DISCUSSION: AGREEMENT STATUS

The Fire Department's current and developing regional relationships include, but are not necessarily limited to:

California Fire and Rescue Mutual Aid System / California Master Mutual Aid System

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The City participates in California's statewide mutual aid system pursuant to Resolution No. 2026-26. Participation provides the framework through which local, Operational Area, regional, state, and other resources may be requested and deployed during emergencies.

City of Coalinga

The Fire Department has developed a mutual aid agreement with the City of Coalinga to provide reciprocal emergency assistance when requested and when resources are available. This relationship strengthens emergency response capabilities for both communities and provides an additional resource option for significant incidents affecting western Fresno County and southwestern Kings County. The City of Coalinga Fire Department Mutual Aid agreement will be going to Coalinga Council on 8/20.

Fresno County Fire Protection District

The Fire Department has developed a draft automatic aid framework with the Fresno County Fire Protection District. Automatic aid differs from traditional mutual aid because predetermined resources may be dispatched automatically based upon established geographic areas, incident types, response plans, or closest-resource principles rather than requiring an individual request after an incident occurs.

Automatic aid can significantly improve response capability along jurisdictional boundaries and in areas where another agency's resource may be geographically positioned to provide timely assistance. The department is looking get the agreement draft language approved in the next month.

Naval Air Station Lemoore

The City has developed a mutual aid relationship with Naval Air Station Lemoore for reciprocal firefighting and emergency response assistance. Such partnerships provide access to additional personnel, apparatus, and specialized emergency response capabilities when requested and available. A mutual aid draft has been in consideration with their legal team since May 19, 2026.

Lemoore Volunteer Fire Department

The City has developed a mutual aid relationship with Lemoore Volunteer Fire Department for reciprocal firefighting and emergency response assistance. Such partnerships provide access to additional personnel, apparatus, and specialized emergency response capabilities when requested and available. A mutual aid draft has been in consideration with their legal team since July 31, 2026.

California Department of Corrections and Rehabilitation / Avenal State Prison

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Phone: (559) 386-5766

The Department also coordinates emergency response with the California Department of Corrections and Rehabilitation and Avenal State Prison within the broader California mutual aid framework. This provides another important regional public safety partnership and potential source of resources during incidents requiring additional assistance. The department has also summitted an Automatic Aid agreement to CDCR for consideration and approval by their designees since May 15, 2026.

Kings County Operational Area

The City remains a participant in the broader California mutual aid system and may request resources through the appropriate Operational Area coordination process when incidents exceed available local resources. This process allows the City to access additional resources from participating agencies without requiring the City to maintain those resources independently.

Additionally, the department has formally requested to enter into a mutual aid agreement with Kings County Fire Department. This request is still pending consideration at the county level.

Lastly, the department has submitted a draft working agreement to be a signer to the Kings County West Side Fire Agreement. This agreement would outline communications and shared resources responsibility in the wildland mutual threat areas. It has been in consideration for approval on June 30, 2026.

PURPOSE OF MUTUAL AND AUTOMATIC AID

Mutual aid and automatic aid agreements provide significant operational benefits to the City.

These agreements can:

- Increase the number of personnel and apparatus available during significant emergencies;
- Improve response times by allowing the closest appropriate resource to respond when authorized;
- Provide additional resources for structure fires, vegetation fires, traffic collisions, hazardous materials incidents, rescues, disasters, and other emergencies;
- Provide access to specialized personnel and equipment that the City may not maintain internally;
- Improve regional interoperability and incident coordination;
- Provide additional depth when multiple incidents occur simultaneously;
- Strengthen compliance with the California Fire and Rescue Mutual Aid System and Incident Command System;
- Reduce unnecessary duplication of expensive specialized resources among neighboring jurisdictions; and
- Improve overall protection for Avenal residents, businesses, visitors, and firefighters.

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Mutual aid does not transfer the City's jurisdictional responsibility for fire protection. The Avenal Fire Department remains the Authority Having Jurisdiction for municipal fire protection within the City of Avenal. Mutual aid and automatic aid resources operate in support of the responsible jurisdiction pursuant to the applicable agreement, mutual aid system, and Incident Command System.

FISCAL IMPACT:

Approval of this action does not, by itself, create a new General Fund expenditure.

Most traditional mutual aid and automatic aid agreements operate on a reciprocal basis in which participating agencies provide available resources without routine reimbursement for initial assistance. Certain incidents, extended deployments, specialized resources, state or federal incidents, or assistance-by-hire deployments may qualify for reimbursement pursuant to the applicable agreement, California Fire Assistance Agreement, California Fire and Rescue Mutual Aid System, or other applicable reimbursement mechanism.

Any future agreement creating a material financial obligation beyond existing appropriations or administrative contracting authority would be presented to the City Council for separate consideration.

COUNCIL NOTIFICATION:

To maintain transparency while preserving the Fire Department's ability to establish regional operational relationships efficiently, staff recommends that future agreements executed pursuant to this authority be reported to the City Council.

Notification may be provided through a Fire Department update, City Manager report, consent calendar informational item, periodic mutual aid report, or other appropriate mechanism.

This approach provides the City Council continued visibility into the City's regional emergency response partnerships while allowing routine operational agreements to be implemented without unnecessary delays.

RECOMMENDATION:

As the Fire Department matures, additional opportunities for mutual aid and automatic aid partnerships are anticipated.

Emergency response systems are inherently regional, and agreements may become beneficial with municipal fire departments, fire protection districts, county agencies, state agencies, federal agencies, tribal agencies, military installations, correctional institutions, and other governmental public safety organizations.

Requiring individual City Council approval each time an operational mutual aid agreement is created or modified may unnecessarily delay implementation of agreements that are routine, reciprocal, operational in nature, and consistent with previously established City Council policy.

Staff therefore recommends establishing continuing administrative authority for the Fire Chief, in coordination with the City Manager and subject to City Attorney review as appropriate, to negotiate and execute future mutual aid and automatic aid agreements that:

1. Are operationally beneficial to the City;
2. Are consistent with the California Fire and Rescue Mutual Aid System and applicable law;
3. Do not materially alter the City's adopted budget without separate authorization;
4. Do not create significant unfunded financial obligations for the City;
5. Do not relinquish the City's jurisdictional authority or responsibility for fire protection within the City;
6. Provide appropriate protections regarding liability, workers' compensation, command, communications, reimbursement, and resource availability; and
7. Can be terminated or modified when the agreement no longer serves the City's operational interests.

Requiring individual City Council approval each time an operational mutual aid agreement is created or modified may unnecessarily delay implementation of agreements that are routine, reciprocal, operational in nature, and consistent with previously established City Council policy.

Accordingly, staff is requesting continuing authority for the City Manager and Fire Chief, either of whom may execute such agreements on behalf of the City, subject to approval as to form by the City Attorney, provided the agreement remains consistent with the parameters established by the City Council.

This authority will allow agreements that have completed operational and legal review to be executed without waiting for an additional City Council meeting, ensuring mutual aid resources and partnerships can be placed into effect without unnecessary delay.

Staff will return executed agreements to the City Council through a subsequent informational item, Fire Department update, consent calendar report, or similar means so that the Council and public remain informed of the partnerships established under this authority.

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL AUTHORIZING THE CITY MANAGER AND FIRE CHIEF TO NEGOTIATE AND EXECUTE MUTUAL AID, AUTOMATIC AID, COOPERATIVE RESPONSE, AND RELATED FIRE AND EMERGENCY SERVICES AGREEMENTS, SUBJECT TO APPROVAL AS TO FORM BY THE CITY ATTORNEY

COUNCIL RESOLUTION 2026-_54_

WHEREAS, since September 2025 the City of Avenal has established the Avenal Fire Department to provide fire protection, emergency medical first response, rescue, wildland fire response, and other emergency services within the City and its designated response area; and

WHEREAS, effective fire and emergency services depend upon regional cooperation and the ability of public safety agencies to share personnel, apparatus, equipment, and other resources during emergencies that exceed the capabilities of an individual agency; and

WHEREAS, on April 23, 2026, the City Council adopted Resolution No. 2026-26, formally establishing the City's participation in the California Fire and Rescue Mutual Aid System and authorizing the Fire Chief or designee to request and provide mutual aid consistent with the statewide system; and

WHEREAS, the Avenal Fire Department has developed and continues to develop mutual aid, automatic aid, cooperative response, and related operational relationships with municipal, county, state, federal, military, correctional, and other governmental public safety agencies; and

WHEREAS, several such agreements are presently under development or review by participating agencies and their respective legal counsel, and additional agreements are anticipated as the Avenal Fire Department continues developing its regional emergency response network; and

WHEREAS, mutual aid and automatic aid agreements are generally reciprocal and operational in nature and commonly address resource availability, command, communications, liability, workers' compensation, reimbursement, termination, and related emergency response matters; and

WHEREAS, requiring separate City Council approval following every routine revision, legal review, or negotiation of such agreements could unnecessarily delay their execution and the availability of mutual aid resources to the City; and

WHEREAS, the City Council desires to ensure that mutual aid and automatic aid agreements can be finalized and placed into operation without unnecessary administrative delay while maintaining appropriate legal, fiscal, and operational safeguards.

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL SPECIAL MEETING HELD ON **August 13, 2026**, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____ ATTEST: _____

Alvaro Preciado, Mayor
CITY OF AVENAL

KARLA CURIEL, Deputy City Clerk
CITY OF AVENAL

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

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL Hereby:

1. Found the Recitals above are found to be true and correct.

2. **Continuing Authority.** The City Council hereby authorizes the City Manager and Fire Chief, **either of whom may act on behalf of the City**, to negotiate, finalize, approve, and execute mutual aid, automatic aid, cooperative response, and related fire and emergency services agreements, including agreements presently under negotiation or review and agreements developed in the future, subject to approval as to form by the City Attorney.

3. **Authorized Revisions.** The City Manager and Fire Chief are authorized, in consultation with the City Attorney, to approve and execute amendments, modifications, exhibits, operational plans, implementation documents, and other non-material or administrative documents necessary to establish, maintain, or implement agreements authorized by this Resolution without further City Council approval.

4. **Parameters of Authority.** Authority granted by this Resolution shall apply to agreements that:

    (a) Are operationally beneficial to the City;

    (b) Are consistent with the California Fire and Rescue Mutual Aid System and applicable law;

    (c) Do not materially alter the City's adopted budget without separate authorization;

    (d) Do not create significant unfunded financial obligations for the City;

    (e) Do not relinquish the City's jurisdictional authority or responsibility for fire protection within the City;

    (f) Provide appropriate protections regarding liability, workers' compensation, command, communications, reimbursement, and resource availability; and

    (g) May be terminated or modified when the agreement no longer serves the City's operational interests.

5. **Matters Requiring Council Approval.** Nothing in this Resolution authorizes the City Manager or Fire Chief to enter into an agreement involving substantial expenditures beyond existing appropriations or administrative contracting authority, significant unfunded financial commitments, the transfer or disposition of City property, the relinquishment of the City's jurisdictional authority, or any matter otherwise requiring City Council approval under applicable law or City policy.

6. **Council Notification.** Agreements executed pursuant to this Resolution shall subsequently be reported to the City Council for informational purposes through a Fire Department update, City Manager report, consent calendar informational item, periodic mutual aid report, or other appropriate means.

7. **Intent.** It is the express intent of the City Council that the authority granted by this Resolution allow mutual aid and automatic aid agreements that have completed appropriate operational and legal review to be executed and implemented without waiting for an additional City Council meeting**,** thereby avoiding unnecessary delays in making regional emergency response resources available to the City.

8. This Resolution shall take effect immediately upon its adoption.

9. Authorized the City Manager, Fire Chief, City Attorney, 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.

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

MUTUAL AID AGREEMENT FOR FIRE SUPPRESSION AND EMERGENCY SERVICES
BETWEEN THE CITY OF COALINGA AND THE CITY OF AVENAL

THIS MUTUAL AID AGREEMENT FOR FIRE SUPPRESSION AND EMERGENCY SERVICES ("Agreement") is entered into this _____ day of _____, 2026, by and between the CITY OF COALINGA ("CFD") and the CITY OF AVENAL ("AFD"), hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties possess common authority to provide fire protection, rescue, emergency medical services, hazardous materials response, disaster response, and related emergency services within their respective jurisdictions; and

WHEREAS, the Parties recognize that circumstances may arise where the resources of one agency are insufficient to adequately mitigate an emergency incident and assistance from the other agency would be beneficial to protect life, property, and the environment; and

WHEREAS, the Parties desire to establish a framework for the reciprocal provision of Mutual Aid while preserving the operational discretion and authority of each agency; and

WHEREAS, both Parties participate in the California Disaster and Civil Defense Master Mutual Aid Agreement pursuant to the California Emergency Services Act; and

WHEREAS, both Parties participate in their respective Operational Area Mutual Aid Systems and may request or provide assistance through those systems when incidents exceed local capabilities; and

WHEREAS, the Parties desire to strengthen regional cooperation, emergency preparedness, firefighter safety, training, and emergency response capabilities for the benefit of both communities.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. DEFINITIONS

a. Mutual Aid

Mutual Aid shall mean the provision of personnel, apparatus, equipment, or specialized resources by one Party to another upon request and subject to authorization by the responding agency.

b. Fire Protection Services

Fire suppression, rescue operations, emergency medical services, hazardous materials response, technical rescue, wildland firefighting, disaster response, and related emergency services.

c. Requesting Party

Any Party requesting assistance pursuant to this Agreement.

d. Supporting Party

Any Party providing assistance pursuant to this Agreement.

e. Emergency Response

Immediate response utilizing emergency warning devices as authorized by law.

f. Incident Commander

The individual responsible for overall incident management in accordance with the National Incident Management System (NIMS) and Incident Command System (ICS).

SECTION 2. PURPOSE

The purpose of this Agreement is to provide for the reciprocal provision of fire and emergency services assistance between the Parties when requested and when resources are available.

The Parties enter into this Agreement to improve public safety, enhance operational effectiveness, strengthen regional emergency preparedness, and ensure the timely mobilization of emergency resources whenever circumstances warrant cooperative response.

SECTION 3. REQUEST FOR ASSISTANCE

The senior officer, Fire Chief, Incident Commander, Duty Officer, or authorized representative of either Party may request assistance from the other Party whenever emergency conditions exceed or are anticipated to exceed available local resources.

Requests for assistance may be made through:

- Dispatch Centers
- Incident Commanders
- Duty Officers
- Fire Chiefs
- Authorized Designees

Requests may be verbal when operationally necessary and shall be documented as soon as practical.

SECTION 4. RESPONSE TO REQUESTS

Upon request, either Party may provide available personnel, apparatus, equipment, and emergency services resources to the other Party.

Resources that may be provided include, but are not limited to:

- Fire Engines
- Water Tenders
- Type 3 Apparatus
- Type 6 Apparatus
- Rescue Units
- Chief Officers
- Emergency Medical Resources
- Utility Vehicles
- Communications Equipment
- Specialized Equipment
- Personnel

The Supporting Party shall determine the type and quantity of resources provided based upon operational needs and resource availability.

SECTION 5. NON-MANDATORY RESPONSE

Rendering assistance under this Agreement is voluntary and not mandatory.

Neither Party shall be held liable or at fault for:

- Failure to respond to a request;
- Delay in responding;
- Responding with fewer resources than requested;
- Inability to provide requested assistance due to operational limitations.

Nothing in this Agreement shall impair either Party's obligation to maintain adequate emergency response capability within its own jurisdiction.

SECTION 6. INCIDENT COMMAND

The Incident Command System (ICS) shall be utilized on all incidents.

The Requesting Party shall normally retain overall command of incidents occurring within its jurisdiction.

Unified Command may be established whenever appropriate as solely determined by the Requesting Party.

All personnel assigned under this Agreement shall operate under the direction of the Requesting Party Incident Commander while remaining employees of their respective agencies.

The first arriving unit shall initiate appropriate actions and communicate incident conditions to responding resources until relieved by the appropriate Requesting Party authority.

SECTION 7. COMMUNICATIONS

The Parties agree to maintain interoperable communications capabilities to the greatest extent practical.

Responding personnel shall utilize radio channels designated by the Requesting Party or Incident Commander.

The Parties shall cooperate in maintaining common communications procedures and ensuring adequate interoperability during emergency incidents and joint training activities.

SECTION 8. REGIONAL COOPERATION

The Parties agree to cooperate in pursuing regional, state, and federal funding opportunities intended to improve emergency response capabilities, firefighter safety, interoperability, communications systems, training programs, apparatus, equipment, and specialty response resources.

Areas of cooperation may include:

- Firefighter Safety Programs
- Apparatus Acquisition
- Communications Systems
- Specialty Rescue Resources
- Wildland Fire Response
- Emergency Medical Equipment
- Hazardous Materials Response
- Community Risk Reduction Programs
- Emergency Preparedness Initiatives
- Training Programs

The Parties may jointly participate in grant opportunities and regional projects when mutually beneficial.

SECTION 9. TRAINING

The Parties shall cooperate in conducting joint training activities whenever practical.

Training opportunities may include:

- Fire Suppression
- Wildland Firefighting
- Rescue Operations
- Emergency Medical Services
- Hazardous Materials Response
- Incident Management
- Leadership Development
- Specialty Team Development

Each Party shall remain responsible for costs associated with its own personnel unless otherwise agreed in writing.

Neither Party shall be held liable for injuries or damages occurring during training activities except as otherwise provided by law.

SECTION 10. LIABILITY, IMMUNITIES, AND WORKERS' COMPENSATION

The provisions of this Agreement are intended to comply with applicable provisions of California law governing mutual aid, emergency services, and public agency cooperation.

Each Party shall remain responsible for the acts and omissions of its own officers, employees, reserve personnel, volunteers, and agents.

Nothing in this Agreement is intended to diminish, waive, or otherwise affect any privileges, immunities, defenses, or limitations of liability provided under federal, state, or local law.

Each Party shall provide workers' compensation coverage and employment benefits for its own personnel without cost to the other Party.

Neither Party shall be responsible for salaries, compensation, benefits, pensions, workers' compensation obligations, or other employment-related costs of the other Party's personnel.

SECTION 11. COSTS

Mutual Aid responses provided pursuant to this Agreement shall generally be provided without reimbursement.

Nothing herein shall prevent either Party from seeking reimbursement through:

- California Fire Assistance Agreement (CFAA)
- California Governor's Office of Emergency Services (Cal OES)
- Federal Emergency Management Agency (FEMA)
- State Disaster Assistance Programs
- Other authorized reimbursement mechanisms

For incidents of extraordinary duration or complexity, the Parties may enter into separate reimbursement agreements.

SECTION 12. ANNUAL REVIEW

The Fire Chiefs or their designees shall meet at least annually to review:

- Response Effectiveness
- Resource Utilization
- Training Coordination
- Communications Interoperability
- Operational Challenges
- Opportunities for Regional Enhancement

SECTION 13. INDEMNIFICATION AND HOLD HARMLESS

- a. The Requesting Party ("Indemnifying Party") agrees to defend, indemnify, and hold harmless the Supporting Party ("Indemnified Party"), its elected officials, officers, employees, agents, and volunteers from and against any and all claims, demands, liabilities, damages, losses, suits, actions, and expenses (including reasonable attorneys' fees and defense costs) arising out of or resulting from the negligent acts, errors, or omissions, or willful misconduct of the Indemnifying Party, its officers, employees, agents, or volunteers in the performance of this Agreement.
- b. Comparative Fault. In the event of joint or concurrent negligence of the Parties, liability for any judgment, settlement, or defense costs shall be apportioned between the Parties in accordance with the principles of comparative fault under California law.
- If Requesting Party rejects a tender of defense by Supporting Party under this Agreement, and it is later determined that Supporting Party breached no duty of care and/or was immune from liability, the Requesting Party shall reimburse Supporting Party for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after Supporting Party settles a liability claim, with or without participation by the Requesting Party.
- The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by Supporting Party that it would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by Supporting Party and failure to respond to a request is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement Supporting Party does not intend to waive any immunities to which it would be entitled in the absence of the Agreement.
- c. Survival. The defense and indemnification obligations under this Section shall survive the expiration or earlier termination of this Agreement with respect to any act, omission, or incident occurring prior to the effective date of termination.

SECTION 13A. INSURANCE REQUIREMENTS AND PROOF OF COVERAGE

- a. Required Coverages. Each Party shall maintain, at its sole expense during the term of this Agreement, comprehensive insurance coverage or programs of municipal self-insurance sufficient to protect against risks arising from operations under this Agreement, including:
    - Commercial General Liability: Minimum limits of $5,000,000 per occurrence and $10,000,000 general aggregate for bodily injury, personal injury, and property damage.
    - Automobile Liability: Minimum combined single limit of $5,000,000 per accident for bodily injury and property damage covering all owned, non-owned, rented, and hired emergency and non-emergency vehicles.
    - Workers' Compensation: Statutory coverage as required by the State of California, together with Employer's Liability limits of not less than $1,000,000 per accident.
- b. Verification of Coverage / JPA Participation. Participation in a Joint Powers Authority (JPA) risk-pooling program shall satisfy the requirements of this Section. Each Party shall provide the other Party with a Certificate of Insurance or

Certificate of Consent to Self-Insure/JPA Coverage endorsement prior to the execution of this Agreement and upon annual renewal.

SECTION 14. ADMINISTRATION

This Agreement shall be administered by the Fire Chiefs of the respective Parties or their authorized designees.

SECTION 15. MODIFICATION

This Agreement may be modified only through a written amendment executed by both Parties.

SECTION 16. TERM

This Agreement shall become effective upon execution by both Parties and shall remain in effect for a period of ten (10) years.

The Parties shall review the Agreement annually.

SECTION 17. TERMINATION

This Agreement may be terminated by either Party upon sixty (60) days written notice to the other Party.

Termination shall not affect obligations arising from incidents occurring prior to the effective date of termination.

SECTION 18. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning Mutual Aid Fire Protection and Emergency Services and supersedes all prior negotiations, understandings, and agreements concerning the subject matter herein.

CITY OF COALINGA FIRE DEPARTMENT

By: _____

Name: _____

Title: Fire Chief

Date: _____

By: _____

Name: _____

Title: City Manager

Date: _____

APPROVED AS TO FORM:

_____

City Attorney

Date: _____

CITY OF AVENAL FIRE DEPARTMENT

By: _____

Jacob S. McAfee

Fire Chief

Date: _____

By: _____

Name: _____

Title: City Manager

Date: _____

APPROVED AS TO FORM:

_____

City Attorney

Date: _____

MUTUAL AID AGREEMENT BETWEEN

COMMANDER NAVY REGION SOUTHWEST COMMANDING OFFICER NAVAL AIR STATION LEMOORE AND

CITY OF AVENAL FIRE DEPARTMENT

Subj: FOR THE PROVISION OF FIREFIGHTING ASSISTANCE Ref: (a) 42 U.S.C. § 1856a

(b) 42 U.S.C. §§ 5121-5206, DoD 3025.1-M

(c) DoD Instruction 6055.06, DoD Fire and Emergency Services (F&ES) Program

(d) OPNAV Instruction 3440.17A

(e) OPNAV Instruction 11320.23G

(f) CNIC Instruction 4000.1C

Encl: (1) Boundary Map of NAS Lemoore, Kings County

(2) Boundary Map of Avenal, Kings County

(3) Map of Kings County Fire Jurisdictions

1. Purpose. This Mutual Aid Agreement (Agreement or MAA) between Commander, Navy Region Southwest (CNRSW) and the City of Avenal (collectively, The Parties) is for fire and emergency services mutually provided between Naval Air Station Lemoore and the City of Avenal. The Parties enter into this MAA to provide for mutual response to emergencies when

requested and within the scope of services provided by each Party's fire and emergency services department.

2. Background. The lands or districts comprising The Parties' respective jurisdictions are adjacent or contiguous to one another. Each Party maintains equipment and personnel for the response and mitigation of emergency incidents occurring within areas under their respective jurisdictions.

Subj: FOR THE PROVISION OF FIREFIGHTING ASSISTANCE

3. Scope. In accordance with references (a) through (f), this Agreement covers the initial response by a Supporting Party's fire and emergency services department to areas shown in

enclosures (1) though (4). The Requesting Party is not required to reimburse the Supporting Party for actions taking place under this Agreement.

4. Agreement/Understanding.

a. The senior officer of one of the Party's Fire Departments may request assistance under the terms of this Agreement from the other Party's Fire Department, whenever he or she deems it necessary to make such a request.

b. Rendering assistance is not mandatory under this Agreement. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than the optimum number of personnel.

c. The request for and rendering of mutual aid will be provided in accordance with detailed operational plans and procedures developed by the Parties. The technical heads of each Party's Fire Department will work together to implement such plans and procedures in a manner compatible with the operational authorities of each. In the absence of more specific procedures, the Parties will generally proceed as follows:

(1) The senior officer on duty of the Supporting Party will:

(a) Immediately determine if the requested apparatus and personnel are available to respond to the call for assistance.

(b) Dispatch such apparatus and personnel, along with instructions as to their mission, use and deployment, in quantities and amounts in the judgment of the Supporting Party's senior officer, without jeopardizing the resources of the Supporting Party's mission.

(2) All plans that deal with fire protection services will adhere as closely as practical to the "nearest available unit" concept.

(3) The Requesting Party's senior officer will normally assume full charge of the operations at the scene of the fire or other emergency. Under procedures agreed to by the technical heads of

the Parties involved, a Supporting Party's senior officer may assume responsibility for the coordination of the overall operations at the scene of the fire or other emergency.

(4) The Parties agree to use each entity's radio bandwidths assigned to them by the Federal Communications Commission (FCC) for interoperability functions during mutual aid assistance and training.

d. The Supporting Party will try to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched to support the request.

e. Personnel Protective Equipment (PPE). Each Party shall provide its personnel with approved PPE suitable for the assignment. All PPE shall meet all Occupational Safety and Health Administration (OSHA) Standards. All personnel must respond with their approved PPE.

f. Under reference (a), the Parties waive all claims against the other Party for compensation of any loss, damage, personal injury, or death occurring in consequence of the performance of this Agreement.

g. Third Party Claims. If any claims for injury to person are asserted against a Party that arise or are alleged to arise out of the negligent or wrongful acts or omission of the United States Department of Navy or its officers, employees or agents in connection with the performance of or failure to perform the obligations of the Agreement; the liability of the United States shall be determined, processed and adjudicated in accordance with the provisions of the Federal Tort Claims Act.

h. Nothing in this Agreement is intended by the parties to diminish, waiver or otherwise affect the privileges and immunities conferred upon the Parties by operations of law.

i. Each Party to this Agreement shall provide Workers' Compensation coverage as required by state or federal law, as applicable, for its own employees, without cost to the other Party. Neither Party shall be required to pay for salaries, other compensation or employment benefits for the employees of the other Party because of any work or services performed pursuant to this Agreement.

5. Emergency Assistance. Independent of, and in addition to, any provisions of this Agreement, Naval Air Station Lemoore is authorized and has the discretion to render disaster relief or emergency assistance to preserve life and property in the vicinity of a DoD installation, when in the opinion of the installation commander, the assistance is in the best interest of the United States. 42 U.S.C. §§ 5121-5206, DoD 3025.1-M, Manual for Civil Emergencies.

6. Definitions. Unless the particular provision or context otherwise requires, the definitions contained in this section shall govern the construction, meaning and application of words used in this Agreement.

a. Emergency Medical Service: Basic life support service, including paramedic service.

b. Emergency Response: Immediate response and use of red lights and siren by responding units.

c. Fire Protection Services: Firefighting capacity to contain, control and extinguish fires; the mitigation of fire-related hazards; and emergency medical services.

d. Incident Commander: The person in overall command at the incident as defined in the National Incident Management System.

e. Mutual Aid: The request of resources based on the needs determined by the managers of the incident and subject to authorization by the Supporting Party for each request.

f. Nearest Available Fire Unit: The available fire apparatus of the appropriate type closest in dispatch and response time to the scene of the incident. Both parties agree to continuously strive to minimize unnecessary response delays to ensure that the integrity of the nearest available fire unit deployment strategy is achieved and maintained.

g. Requesting Party: Any Party to this Agreement that requests support for Fire Protection or Emergency services within its jurisdiction.

h. Supporting Party: Any Party to this Agreement that receives a request for Fire Protection or Emergency Services within the jurisdiction of the Requesting Party.

7. Training.

a. Whenever either Party hosts fire protection training (Host Department) it may, to the maximum extent practicable and subject to its sole discretion, offer to provide the same training to members of the other Party (Guest Department).

b. The Host Department will not charge the Guest Department for any training provided under the terms of this Agreement, unless it is a cost that cannot be covered by the Host Department such as, cost per student or cost of a certificate.

c. The Guest Department will be solely responsible for the payment of any and all costs necessary for their personnel to attend any training provided by the Host Department including, but not limited to, lodging, meals and travel.

d. The Guest Department must ensure that its members observe all training rules, regulations and guidelines provided by the Host Department. Neither Party will hold the other Party liable or at fault for damage or injury incurred during joint training activities.

e. The Host Department reserves the right to deny training to any member who does not meet the prerequisites to attend the training.

8. Modification. The parties may amend this Agreement by mutual written consent of all parties, and will be recorded and published as addenda to this agreement.

9. Term. This Agreement will continue for a period of ten years from the effective date and the Parties will review it annually.

10. Termination. This Agreement may be terminated by mutual consent of the parties. This Agreement may also be terminated by any party with 60 days' notice to the other Parties.

AVENAL STATE PRISON AND AVENAL FIRE DEPARTMENT AGREEMENT FOR AUTOMATIC AID FIRE SUPPRESSION AND EMERGENCY SERVICES

THIS AGREEMENT FOR AUTOMATIC AID FIRE SUPPRESSION AND EMERGENCY SERVICES (this "Agreement") is made and entered into on the _____day of_____, 2026, by and between the AVENAL STATE PRISON, a political subdivision of the State of California, hereinafter called "ASP" and AVENAL FIRE DEPARTMENT, a political subdivision of the State of California, hereinafter called "AFD."

RECITALS

WHEREAS, the parties have the common power to provide fire protection services and desire to jointly exercise said power pursuant to the authority granted under Sections 6502 and 55632 of the California Government Code and Section 25400 et eq., of the California Health and Safety Code; and

WHEREAS, the parties desire to maximize the delivery of fire suppression and emergency services by responding the closest unit necessary to protect life and property;

WHEREAS, an agreement to provide automatic aid is beneficial to both parties; and

WHEREAS, both parties participate in the California Disaster and Civil Defense Master Mutual Aid Agreement with the State of California pursuant to the California Emergency Services Act for purposes of requesting mutual aid in connection with any incident which cannot be handled adequately by the party's respective fire department.

WHEREAS, AFD and ASP participate in the Kings County Operational Area Mutual Aid Agreement with the other fire agencies within Kings County for purposes of requesting mutual aid in connection with any incident which cannot be handled adequately by the party's respective fire department.

WHEREAS, this Agreement addresses for purposes of requesting automatic aid and mutual aid in connection with any incident by either party respectively.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS.

Unless the particular provision or context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words used in this Agreement.

a) "Automatic Aid" shall mean the immediate dispatch of a fire unit within the jurisdiction of the requesting party under pre-determined terms and conditions, using (NFPA) 1221 as a guideline.

b) "Automatic Aid Service Area" shall mean the area within the AFD and extending into the unincorporated areas serviced by the ASP as defined in Exhibit A, "*Automatic Aid Service Area"* map with outlined boundaries is attached to this Agreement (Exhibit "A,") and incorporated herein by this

reference, shall be updated if needed by the parties to this Agreement.

b) "Nearest Available Fire Unit" shall mean the available fire apparatus of the appropriate type closest in dispatch and response time to the scene of the incident staffed with firefighting personnel. Each fire apparatus shall be known as a "Fire Unit".

c) "Responding Party" shall mean any party to this Agreement that receives a request for fire protection services within the jurisdiction of the requesting party.

d) "Requesting Party" shall mean any party to this Agreement that requests fire protection or emergency services as defined by this Agreement within its jurisdiction from the other party to this Agreement.

e) "Emergency Response" shall mean immediate response and use of red lights and siren by responding units.

f) "Fire Protection Services" shall mean firefighting capacity to contain, control, and extinguish fires; the mitigation of fire-related hazards; emergency rescue; and emergency medical services.

g) "Incident Commander" shall mean the person in overall command at the incident as defined in the National Incident Management System, California Vehicle Code Sections 2453 and 2454, or by such other agreement as provided by law.

h) "Standard Response Plan" shall mean the pre-designated number and type of apparatus that routinely respond to a specific type of emergency incident.

i) "Mutual Aid" shall mean request of resources based on the needs determined by the managers of the incident and subject to authorization by the responding party for each request. Mutual Aid is a provision of resources (personnel, apparatus and equipment) to a requesting jurisdiction already engaged in emergency operations, which have exhausted or will shortly exhaust local resources

SECTION 2. FURNISHING OF FIRE SUPPRESSION AND EMERGENCY SERVICES.

Purpose: By entering into this Agreement, the parties desire to enhance their abilities to provide fire suppression and emergency services by sharing resources when and where appropriate for emergency incident mitigation. To effectuate this purpose, the parties agree that their respective agencies will respond with their nearest available Fire Unit(s) within the attached defined *Automatic Aid Fire Protection Service Area* (Exhibit "A"). Neither agency is required to respond with particular identified units, however, the nearest available Fire Unit response concept shall be utilized when appropriate as it represents the foundation and rationale for this Agreement.

a) Service Details Determined by Fire Chiefs. The specific details of providing the services under the terms as specified in this Agreement shall be determined by the respective Fire Chiefs of the parties. It is understood that all plans pertaining to the Fire Protection Services shall adhere as

closely as practical to the "Nearest Available Fire Unit" concept which forms the basis for this Agreement.

b) AFD Obligations to ASP. AFD agrees to provide the following to the ASP:

(1) Upon request of ASP, to respond with no less than one Fire Unit as Automatic Aid within the Automatic Aid Service Area to any emergency incident(s), to complete alarm assignments as defined by the requesting party's response matrix. The responding Fire Unit will include at least three (2) career fire personnel.

(1) Upon request of ASP, to respond with one Fire Unit as Automatic Aid within the Automatic Aid Service Area to the following emergency incidents, vegetation fires (small/Large), building/structure fires, river bottom/wildland fires, traffic accident pin-in, and rescue-water. This service is provided at no cost.

(2) Upon request of ASP, the AFD will provide one additional resource, if available, in addition to any previously assigned automatic aid resources.

(3) AFD may, subject to operational availability and approval of the Fire Chief, provide ASP with temporary or long-term assignment of a Type I fire apparatus or reserve suppression apparatus for operational readiness, emergency coverage, training, or regional response enhancement purposes, Such assignment may include cooperative staffing, maintenance coordination, and deployment support as mutually agreed upon by both parties. The parties acknowledge that this provision is intended to strengthen regional emergency response capability and enhance the effectiveness of this automatic aid partnership.

(4) Any requests for assistance outside of the areas established or not identified herein shall be considered a Mutual Aid request as identified in the recitals and would be subject to authorization by the responding party for each request based on availability rather than the nearest available concept.

c) ASP Obligations to the City. The ASP agrees to provide the following to the City:

(4) Upon request of AFD, to respond with no less than one Fire Unit as Automatic Aid within the Automatic Aid Service Area to any emergency incident(s), to complete alarm assignments as defined by the requesting party's response matrix. The responding Fire Unit will include at least two (2) fire personnel.

(5) Upon request of AFD, to respond with one Fire Unit as Automatic Aid within the Automatic Aid Service Area to complete alarm assignments as defined by the requesting party's response matrix, excluding priority 2 and 3 medical aid calls. This service is provided at no cost.

(3) Upon request of the AFD, the ASP will provide one fire unit to cover

the area within the AFD, in support of draw down caused by emergency activity within the AFD Automatic Aid Service Area. This is a general agreement of intent and does not obligate the ASP if its resources are unavailable.

(5) Any requests for assistance outside of the areas established or not identified herein would be considered a Mutual Aid Request and would be subject to authorization by the responding party for each request based on availability rather than the nearest available concept.

SECTION 3. REGIONAL COOPERATION AND GRANT DEVELOPMENT.

The parties agree to cooperate in pursuing regional, state, and federal funding opportunities intended to enhance emergency response capabilities, interoperability, firefighter safety, communications, systems, training, apparatus, firefighter safety, communications systems, training, apparatus, equipment, and specialty response resources. AFD may serve as a regional host agency or grant administrator for collaborative trend opportunities where operationally appropriate. To the extend allowable under applicable grant requirements, ASP may participate as a beneficiary agency of equipment, training, apparatus, or other resources obtained through such cooperative efforts.

a) Equipment Enhancement Program. The parties may collaboratively identify opportunities to improve regional emergency response capabilities through cooperative equipment enhancement initiatives. Subject to available funding, budget appropriations, grants, donations, or surplus resources, AFD may assist ASP with acquisition, replacement, refurbishment, or enhancement of emergency response equipment, including but not limited to hydraulic rescue equipment, communications, equipment, hose, nozzles, medical equipment, hose, nozzles, medical equipment, wildland equipment, or firefighter safety equipment.
b) Any such assistance shall be subject to separate written approval by the respective agency administrators and shall not create an ongoing financial obligation unless expressly authorized in writing.
c) Shared Specialty Resources Development. The parties may jointly develop regional specialty response capabilities including technical rescue, wildland response, water rescue, mass casualty response, or other specialty disciplines through shared training, equipment acquisition, and coordinated operational planning.
d) Annual Operational Review. The Fire Chiefs or designees shall meet no less than annually to review the effectiveness of this agreement, including operational response data, resources utilization, deployment, impacts, training coordination, and opportunities for enhancement of regional emergency response capabilities.
e) The parties may mutually identify cooperative initiatives intended to maintain equitable regional benefit under this agreement.

SECTION 4. APPARATUS/EQUIPMENT LOAN PROGRAM

a) Subject to availability and approval by the respective fire chiefs, the parties may temporarily load, exchange, or share apparatus, reserve equipment, tools, communications equipment, or emergency response supplies for operational continuity, maintenance, support, training, or emergency readiness purposes.

SECTION 5. OTHER RESPONSIBILITIES AND OBLIGATIONS OF BOTH PARTIES.

The AFD and ASP agree to the following additional responsibilities and obligations:

a) Mutual Aid was designed as a cost-effective solution to help mitigate the resource needs for those occurrences as well as for those rare major emergencies that border upon or are actually a disaster. Mutual aid is simply a plan designed to allow both fire agencies to assist each other during a time when their city's resources have been exhausted or when specialized help or equipment is needed. This Agreement has been designed to minimize delays for both cities needing additional help when calling for mutual aid.

b) Under this mutual aid Agreement, it is intended that both parties responsible for an emergency requiring mutual aid, releases the other parties' resource(s) provided at the earliest possible moment after mitigation measures have reduced the emergency occurrence demands to within the requesting city's capabilities. Mutual aid is not intended for standby or routine work during overhaul and investigation operations.

a) Radio Frequencies. Fire Units responding to Automatic Aid requests will utilize the radio frequencies assigned by the requesting party.

b) First Units. The first unit to arrive at the scene of the incident shall initiate appropriate action. The officer-in-charge of the first unit to arrive shall cause to be reported to the requesting party all pertinent information about the conditions encountered at the scene of the incident.

c) Officer in Charge. The officer-in-charge of the first arriving unit shall be in charge of the incident until command is transferred to an officer of the requesting party. All apparatus at the scene of an emergency will be under the command of the Incident Commander ("IC"). The first arriving chief officer, regardless of jurisdiction, may assume command until relieved by a chief officer of the agency having jurisdictional responsibility. Every effort will be made to operate as a single attack force rather than separate agencies.

d) Incident Commander. If an IC requires additional resources to augment the emergency response, they shall order them through the jurisdictional agency dispatch center of the agency having jurisdictional responsibility. There will always be one ordering point for any incident, and this will be determined by the agency which has jurisdictional authority for the incident.

e) Early Release of Resources. Both parties agree to release the other agency's resources as quickly as operationally feasible to limit commitment times.

f) Incident Command System. The incident Command System (ICS) shall be used on every incident.

g) Availability of Equipment. Neither party to this Agreement is obligated to furnish any services to the requesting party if, in the sole discretion of the Fire Chief or their designee, the apparatus, equipment, personnel, or any combination thereof, is not available.

h) Mutual Training. The parties shall conduct mutual trainings to ensure employees are familiar with protocols and equipment utilized by the other

and are aligned with operational area policies.

i) Common Radio Communications. The parties shall work cooperatively to develop and maintain common radio communications protocols to assure adequate communications exist while jointly responding to emergency incidents. In addition, work cooperatively and actively to deploy dispatching methods and Automatic Vehicle Location (AVL) tracking capabilities to improve response times, reduce unnecessary delays, and provide for accountability. If possible, both agencies will support the Computer Aided Dispatch (CAD) interagency interface (CAD to CAD) system in conjunction with live AVL data exchange to ensure the closest unit is recommended and utilized without unnecessary delays and develop specific operating procedures that ensure dispatching accuracy.

j) Notifications. When advised of an emergency incident within the other's jurisdiction, each party will make immediate notification of the incident to the jurisdictional agency.

k) Protective Equipment. Ensure that all personnel respond in and use proper personal protective equipment (PPE) as specified by the policies of the respective parties.

SECTION 6. PRIVILEGES AND IMMUNITIES.

The provisions of this Agreement are intended to comply with the provisions of Article 2, Chapter 2, Part 1, Division 12, of the Health and Safety Code of the State of California, and Article 2, Chapter 4, Part 2, Division 2, Title 5, of the Government Code of the State of California, providing for privileges and immunities from liabilities, exemption from losses, and rules applicable to personnel furnishing fire protection outside the jurisdiction of the responding party and within the jurisdiction of the requesting party.

SECTION 7. MUTUAL INDEMNIFICATION.

The AFD, to the extent permitted by law, agrees to indemnify, defend, and hold harmless the ASP, its officers, agents and employees from any and all losses arising or resulting from AFD's negligence and/or willful misconduct in providing services under this Agreement , except where such injury or damage arose from the sole negligence or willful misconduct attributable to the ASP or from acts not within the scope of duties to be performed pursuant to this Agreement; provided nothing herein shall constitute a waiver by the AFD of governmental immunities including California Government Code Section 810 et seq.

The ASP, to the extent permitted by law, agrees to indemnify, defend, and hold harmless the AFD, its officers, agents and employees from any and all losses arising or resulting from ASP's negligence and/or willful misconduct in providing services under this Agreement, except where such injury or damage arose from the sole negligence or willful misconduct attributable to the AFD or from acts no within the scope of duties to be performed pursuant to this Agreement; provided nothing herein shall constitute a waiver by the AFD of governmental immunities including California Government Code Section 810 et seq.

In the event of concurrent negligence on the part of AFD or any of its officers, officials, employees, agents or volunteers, and the ASP 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.

This section shall survive termination or expiration of this Agreement.

SECTION 8. AGENCY.

It is the intent of the parties hereto, and part of the consideration supporting this Agreement, that each party shall bear all risks and obligations for its own personnel (including, but not limited to, State and Federal Training Mandates as required for California firefighters, pension, relief, disability, worker's compensation, and other benefits) as well as injury or damage to third parties that may arise while responding to the requesting party's incident in the same manner and to the same extent as if occurring within responding party's jurisdiction, subject only to Section 3 herein.

SECTION 9. THIRD PARTIES.

This Agreement shall not be construed as or deemed an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

SECTION 10. ASSIGNMENT.

This Agreement shall be binding on the successors and assignees of the parties hereto, except that no party shall assign this Agreement without the prior written consent of the other party.

SECTION 11. ADMINISTRATION OF AGREEMENT.

This Agreement shall be administered through the mutual agreement of the parties acting by and through their respective Fire Chiefs or designees.

SECTION 12. TERM AND TERMINATION OF AGREEMENT.

This Agreement may be terminated by either party as to its rights and obligations under this Agreement upon sixty (60) days prior written notice to the other party.

SECTION 13. AGREEMENT.

This document (including the attached Exhibit A) sets forth specific details for agreement of the parties with respect to automatic aid in the areas identified only. This Agreement does not supersede any prior discussions, negotiations, understandings, or agreements of the parties relating to automatic aid or service agreements for other specified areas. No alteration or variation of this Agreement shall be valid or binding unless contained in an amendment in accordance with Section 10.

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

AVENAL STATE PRISON State Representative

By:_____ Date:_____

By:_____
N
Fire Chief

Date:_____

APPROVED AS TO FORM:
APPROVED AS TO FORM:

By:_____

AFD LEGAL COUNSEL

Date:_____

AVENAL FIRE DEPARTMENT

By:_____

City Manager

Attachment: Exhibit A - Map

Date:_____

By:_____

Fire Chief

Date:_____

APPROVED AS TO FORM:
AFD LEGAL COUNSEL

By:_____
Name
ASP LEGAL COUNSEL

Date:_____

Exhibit “A”

MUTUAL AID AGREEMENT FOR FIRE SUPPRESSION AND EMERGENCY SERVICES
BETWEEN THE CITY OF LEMOORE VOLUNTEER FIRE DEPARTMENT AND THE CITY OF AVENAL FIRE DEPARTMENT

THIS MUTUAL AID AGREEMENT FOR FIRE SUPPRESSION AND EMERGENCY SERVICES ("Agreement") is entered into this _____ day of _____, 2026, by and between the CITY OF LEMOORE VOLUNTEER FIRE DEPARTMENT ("LVFD") and the CITY OF AVENAL FIRE DEPARTMENT ("AFD"), hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties possess common authority to provide fire protection, rescue, emergency medical services, hazardous materials response, disaster response, and related emergency services within their respective jurisdictions; and

WHEREAS, the Parties recognize that circumstances may arise where the resources of one agency are insufficient to adequately mitigate an emergency incident and assistance from the other agency would be beneficial to protect life, property, and the environment; and

WHEREAS, the Parties desire to establish a framework for the reciprocal provision of Mutual Aid while preserving the operational discretion and authority of each agency; and

WHEREAS, both Parties participate in the California Disaster and Civil Defense Master Mutual Aid Agreement pursuant to the California Emergency Services Act; and

WHEREAS, both Parties participate in their respective Operational Area Mutual Aid Systems and may request or provide assistance through those systems when incidents exceed local capabilities; and

WHEREAS, the Parties desire to strengthen regional cooperation, emergency preparedness, firefighter safety, training, and emergency response capabilities for the benefit of both communities.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. DEFINITIONS

a. Mutual Aid

Mutual Aid shall mean the provision of personnel, apparatus, equipment, or specialized resources by one Party to another upon request and subject to authorization by the responding agency.

b. Fire Protection Services

Fire suppression, rescue operations, emergency medical services, hazardous materials response, technical rescue, wildland firefighting, disaster response, and related emergency services.

c. Requesting Party

Any Party requesting assistance pursuant to this Agreement.

d. Supporting Party

Any Party providing assistance pursuant to this Agreement.

e. Emergency Response

Immediate response utilizing emergency warning devices as authorized by law.

f. Incident Commander

The individual responsible for overall incident management in accordance with the National Incident Management System (NIMS) and Incident Command System (ICS).

SECTION 2. PURPOSE

The purpose of this Agreement is to provide for the reciprocal provision of fire and emergency services assistance between the Parties when requested and when resources are available.

The Parties enter into this Agreement to improve public safety, enhance operational effectiveness, strengthen regional emergency preparedness, and ensure the timely mobilization of emergency resources whenever circumstances warrant cooperative response.

SECTION 3. REQUEST FOR ASSISTANCE

The senior officer, Fire Chief, Incident Commander, Duty Officer, or authorized representative of either Party may request assistance from the other Party whenever emergency conditions exceed or are anticipated to exceed available local resources.

Requests for assistance may be made through:

- Dispatch Centers
- Incident Commanders
- Duty Officers
- Fire Chiefs
- Authorized Designees

Requests may be verbal when operationally necessary and shall be documented as soon as practical.

SECTION 4. RESPONSE TO REQUESTS

Upon request, either Party may provide available personnel, apparatus, equipment, and emergency services resources to the other Party.

Resources that may be provided include, but are not limited to:

- Fire Engines
- Water Tenders
- Type 3 Apparatus
- Type 6 Apparatus
- Rescue Units
- Chief Officers
- Emergency Medical Resources
- Utility Vehicles
- Communications Equipment
- Specialized Equipment
- Personnel

The Supporting Party shall determine the type and quantity of resources provided based upon operational needs and resource availability.

SECTION 5. NON-MANDATORY RESPONSE

Rendering assistance under this Agreement is voluntary and not mandatory.

Neither Party shall be held liable or at fault for:

- Failure to respond to a request;
- Delay in responding;
- Responding with fewer resources than requested;
- Inability to provide requested assistance due to operational limitations.

Nothing in this Agreement shall impair either Party's obligation to maintain adequate emergency response capability within its own jurisdiction.

SECTION 6. INCIDENT COMMAND

The Incident Command System (ICS) shall be utilized on all incidents.

The Requesting Party shall normally retain overall command of incidents occurring within its jurisdiction.

Unified Command may be established whenever appropriate.

All personnel assigned under this Agreement shall operate under the direction of the Incident Commander while remaining employees of their respective agencies.

The first arriving unit shall initiate appropriate actions and communicate incident conditions to responding resources until relieved by the appropriate authority.

SECTION 7. COMMUNICATIONS

The Parties agree to maintain interoperable communications capabilities to the greatest extent practical.

Responding personnel shall utilize radio channels designated by the Requesting Party or Incident Commander.

The Parties shall cooperate in maintaining common communications procedures and ensuring adequate interoperability during emergency incidents and joint training activities.

SECTION 8. REGIONAL COOPERATION

The Parties agree to cooperate in pursuing regional, state, and federal funding opportunities intended to improve emergency response capabilities, firefighter safety, interoperability, communications systems, training programs, apparatus, equipment, and specialty response resources.

Areas of cooperation may include:

- Firefighter Safety Programs
- Apparatus Acquisition
- Communications Systems
- Specialty Rescue Resources
- Wildland Fire Response
- Emergency Medical Equipment
- Hazardous Materials Response
- Community Risk Reduction Programs
- Emergency Preparedness Initiatives
- Training Programs

The Parties may jointly participate in grant opportunities and regional projects when mutually beneficial.

SECTION 9. TRAINING

The Parties shall cooperate in conducting joint training activities whenever practical.

Training opportunities may include:

- Fire Suppression
- Wildland Firefighting
- Rescue Operations
- Emergency Medical Services
- Hazardous Materials Response
- Incident Management
- Leadership Development
- Specialty Team Development

Each Party shall remain responsible for costs associated with its own personnel unless otherwise agreed in writing.

Neither Party shall be held liable for injuries or damages occurring during training activities except as otherwise provided by law.

SECTION 10. LIABILITY, IMMUNITIES, AND WORKERS' COMPENSATION

The provisions of this Agreement are intended to comply with applicable provisions of California law governing mutual aid, emergency services, and public agency cooperation.

Each Party shall remain responsible for the acts and omissions of its own officers, employees, reserve personnel, volunteers, and agents.

Nothing in this Agreement is intended to diminish, waive, or otherwise affect any privileges, immunities, defenses, or limitations of liability provided under federal, state, or local law.

Each Party shall provide workers' compensation coverage and employment benefits for its own personnel without cost to the other Party.

Neither Party shall be responsible for salaries, compensation, benefits, pensions, workers' compensation obligations, or other employment-related costs of the other Party's personnel.

SECTION 11. COSTS

Mutual Aid responses provided pursuant to this Agreement shall generally be provided without reimbursement.

Nothing herein shall prevent either Party from seeking reimbursement through:

- California Fire Assistance Agreement (CFAA)
- California Governor's Office of Emergency Services (Cal OES)
- Federal Emergency Management Agency (FEMA)
- State Disaster Assistance Programs
- Other authorized reimbursement mechanisms

For incidents of extraordinary duration or complexity, the Parties may enter into separate reimbursement agreements.

SECTION 12. ANNUAL REVIEW

The Fire Chiefs or their designees shall meet at least annually to review:

- Response Effectiveness
- Resource Utilization
- Training Coordination
- Communications Interoperability
- Operational Challenges
- Opportunities for Regional Enhancement

SECTION 14. ADMINISTRATION

This Agreement shall be administered by the Fire Chiefs of the respective Parties or their authorized designees.

SECTION 15. MODIFICATION

This Agreement may be modified only through a written amendment executed by both Parties.

SECTION 16. TERM

This Agreement shall become effective upon execution by both Parties and shall remain in effect for a period of ten (10) years.

The Parties shall review the Agreement annually.

SECTION 17. TERMINATION

This Agreement may be terminated by either Party upon sixty (60) days written notice to the other Party.

Termination shall not affect obligations arising from incidents occurring prior to the effective date of termination.

SECTION 18. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning Mutual Aid Fire Protection and Emergency Services and supersedes all prior negotiations, understandings, and agreements concerning the subject matter herein.

CITY OF LEMOORE VOLUNTEER FIRE DEPARTMENT

By: _____

Name: _____

Title: Fire Chief

Date: _____

By: _____

Name: _____

Title: City Manager

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

CITY OF AVENAL FIRE DEPARTMENT

By: _____

Jacob S. McAfee

Fire Chief

Date: _____

By: _____

Name: _____

Title: City Manager

Date: _____

APPROVED AS TO FORM:

City Attorney

Date: _____

CAL FIRE FRESNO KINGS UNIT – KNGS COUNTY FIRE – AVENAL FIRE
WESTSIDE WILDLAND FIRE AREA OPERATING PLAN

This operating plan is entered by and between the California Department of Forestry and Fire Protection (CAL FIRE), Fresno-Kings Unit, hereinafter called FKU, the Kings County Fire Department, hereinafter called Kings County and the City of Avenal Fire Department, hereinafter called Avenal. This agreement establishes the response criteria for the use of Kings County, Avenal and FKU resources in the Local Responsibility Areas (LRA) and State Responsibility Areas (SRA) in Western Kings County and the utilization of Kings County and Avenal resources in Fresno County SRA lands.

1) CAL FIRE is responsible for the fire protection, fire prevention, maintenance, and enhancement of forest, range, and brush land resources in the SRA, contract fire protection, associated emergency services, and assistance in civil disasters and other non-fire emergencies through Public Resources Code (PRC) Sections 713 and 4125-4128.

2) Kings County has statutory responsibility for life and property safety, for those areas in which it receives tax revenue for such responsibility, including portions of SRA lands in Kings County. Kings County is a separate distinct local government agency that has statutory authority to enter this agreement.

3) Avenal has statutory responsibility for life and property safety, for those areas in which it receives tax revenue for such responsibility within the city limits of Avenal. Avenal is a separate distinct local government agency that has statutory authority to enter this agreement.

4) Wildland fires require a rapid, efficient, and coordinated response to minimize their effects on the public, the environment, and property. This often requires a coordinated response from State, Federal, and/or Local Agencies.

5) FKU, Kings County and Avenal each recognize that coordination between the three agencies is necessary to address fire response issues and wildland fire operations.

6) The Standardized Emergency Management System (SEMS) is the recognized system for managing a multi-jurisdictional response for fire and other emergencies within California. In the field, the Incident Command System (ICS), a component of the SEMS, is used for managing fire incidents involving multiple jurisdictions.

DRAFT

TERMS AND CONDITIONS

1) Kings County will provide initial attack resources consisting of two (2) Type III Engines, two (2) Type VI Engines, one (1) dozer, and one (1) Chief Officer, when available, to respond to all FKU SRA wildland fires west of Interstate 5 within Kings County.
2) Kings County will provide initial attack resources consisting of XXXXXX, when available, to respond to all wildland fires within the city limits of Avenal.
3) Avenal will provide initial attack resources consisting of one (1) Type VI Engine, one (1) Type III Water Tender, and one (1) Chief Officer when available, to respond to all wildland fires west of interstate 5, north of HWY 41, and east of HWY 33 within Kings County.
4) Avenal will provide initial attack resources consisting of one (1) Type VI Engine, one (1) Type III Water Tender, and one (1) Chief Officer, when available, to respond to all SRA wildland fires along the HWY 33 corridor in the FKU response areas B22, B22C, B28, Q2, Q4, Q6, Q7 (See attached map).
5) CAL FIRE shall be responsible for payment to Kings County and Avenal to compensate for the time any of the above equipment and personnel are utilized for more than four (4) hours on an Assistance by Hire (ABH) basis on SRA Fires.
6) CAL FIRE shall be responsible for payment to Kings County and Avenal to compensate for Water tenders and their operators at time of dispatch, if they arrive at the incident and are utilized on SRA fires.
7) FKU will provide initial attack resources consisting of two (2) Type III Engines, one (1) dozer, and one (1) Chief Officer, when available, from the CAL FIRE Coalinga Station to respond when requested to all LRA wildland incidents west of Interstate 5 within Kings County AND the Avenal City Limits.
8) It is recognized by FKU, Kings County and Avenal, that once resources are committed to an incident, that it will be at the discretion of the Incident Commander to release equipment and personnel for a competing incident, with life safety being the priority.

DISPATCHING

SRA - The CAL FIRE FKU ECC will be the primary dispatch and single ordering point for all SRA Fires within Kings County. In the event a borderline fire is initially dispatched by either Kings County or Avenal and the wildland fire is found to be in the SRA, notification to the FKU ECC will be made by the initial dispatching agency and all responding resources will switch to the FKU assigned frequencies.

DRAFT

AVENAL – Due to the need for common communications and the primary radio channels for Avenal City not being in the 2026 statewide radio load the CAL FIRE FKU ECC will be the primary dispatch and single ordering point for all wildland fires within the following geographic location: North of HWY 269, East of the neighborhoods, South of the Fresno / Kings County line and west of Interstate 5 (See attached Map). The Avenal Fire Dispatch needs to make notification to the FKU ECC for all wildland fires within this geographic area. Avenal will retain incident command, logistical support and infrastructure protection responsibilities for these fires along with financial responsibility for resources ordered outside of or in addition to this agreement.

KINGS COUNTY – The Kings County dispatch will be the primary dispatch and single ordering point for all wildland fires in the following geographic location: North of HWY 41, East of Hydril Road to Avenue 36 to HWY 33, South of HWY 269 and West of Interstate 5. (see attached map) Avenal will retain incident command, logistical support and infrastructure protection responsibilities for fires within this dispatch area that are in the city limits of Avenal, along with financial responsibility for resources ordered outside of or in addition to this agreement. (Is this how we want to delineate jurisdictional responsibility of Avenal in the areas just south of HWY 269???) If needed, Chief Officers from both Kings County and Avenal may enter unified command.

DRAFT

ASSISTANCE BY HIRE

The CAL FIRE FKU provides wildland fire protection on SRA lands within Fresno and Kings Counties. The cooperative fire suppression effort and "integrated initial attack" of Local Government Fire Agencies and CAL FIRE has historically been the most effective manner to protect life and property in these areas.

To assure the safety and efficiency of personnel working on a SRA incident, it is the responsibility of the responding agency to assign personnel that are certified in accordance with the California Incident Command Certification System (CICCS), provide protective clothing and equipment as required by California Code of Regulations Title 8, and confirm that emergency apparatus meet the minimum ICS type standards as set in the California Fire Assistance Agreement (CFAA).

Due to the changes in communication capabilities, it is imperative that handheld and mobile communication devices meet narrow-banding requirements and ICS 420-1, contained in the FIRESCOPE Field Operations Guide. If your agency has not done so, please plan for compliance.

Reimbursement rates are tied to the CFAA and will be adjusted accordingly as rate changes occur. The ABH is broken down into three (4) categories: Engines, Water tenders, Overhead, and Back fill.

- Water tenders and their operators will be reimbursed from time of dispatch, if they arrive at the incident and are utilized.
- Kings County resources utilized to backfill behind CAL FIRE resources will be reimbursed from time of dispatch. Minimum engine staffing for backfill coverage will be an operator and two (2) firefighters.

Kings County and Avenal initial attack resources committed to a wildland fire incident within the SRA in Kings County beyond four (4) hours will be paid starting at hour five (5).

Kings County and Avenal resources committed to a wildland fire incident beyond four (4) hours within the SRA in Fresno County will be reimbursed from time of dispatch based on Fresno and Kings County Local Government Fire Agencies Assistance by Hire Rate Letter.

The Kings County Type III Engine and Type II Dozer will be requested, when available, as a supplemental response resource within western Fresno County SRA. In addition, these resources may be utilized as a Statewide asset with concurrence of both agency Duty Chiefs.

The Incident Commander will determine resource needs for an incident, and an order/request number will be assigned to all responding resources. These rates will remain consistent with the CFAA rates as they are adjusted or CAL OES salary survey rates on file.

IN WITNESS, WHEREOF, both agencies have agreed to this Westside Wildland Area Operating Plan.

DRAFT

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: **August 11, 2026**

RE: **Consider Ratification/Approval of Fire Department Type I and Type VI Apparatuses (Fleet Realignment)**

BACKGROUND: FLEET REALIGNMENT

The City of Avenal continues to develop the apparatus fleet necessary to support a reliable, sustainable, and operationally capable municipal fire department.

Type 1 structural fire engines represent the primary emergency response platform for structure fires, vehicle fires, emergency medical incidents, traffic collisions, hazardous conditions, and numerous other calls for service. Maintaining an adequate number of Type 1 engines is critical not only for daily response but also for ensuring sufficient redundancy when frontline apparatus are unavailable because of maintenance, mechanical failure, training, or deployment.

Staff has identified two used 2010/2011 Type 1 fire engines as potential additions to the Avenal Fire Department fleet that will replace existing older or non-mission capable apparatus.

Following evaluation of the Department's current and anticipated apparatus requirements, staff believes acquisition of these units represents a cost-effective opportunity to increase the City's emergency response capability and strengthen the long-term resiliency of the Fire Department fleet.

DISCUSSION: TYPE I

Fire apparatus operate in a demanding environment and must remain available 24 hours per day, seven days per week. Even well-maintained apparatus periodically require preventative maintenance, annual testing, repairs, pump service, or other work that removes them from service.

A sustainable municipal fire apparatus program therefore requires more than the minimum number of vehicles necessary to staff daily operations.

The proposed acquisition will provide the Department with additional Type 1 engine capacity that can be utilized for:

- Frontline structural fire response;
- Reserve apparatus coverage;
- Simultaneous emergency incidents;
- Increased staffing and seasonal upstaffing;
- Training activities;
- Planned and emergency apparatus maintenance;
- Mutual and automatic aid responses;
- Major incidents requiring multiple Avenal apparatus;
- Regional mutual aid and California Fire and Rescue Mutual Aid System assignments when appropriate; and
- Future Department growth.

The addition of these apparatus will also reduce the operational impact created when a frontline engine must be removed from service.

FLEET REDUNDANCY AND CONTINUITY OF OPERATIONS

Redundancy is particularly important for a single-station municipal fire department.

A mechanical failure involving a primary engine should not substantially reduce the City's ability to provide structural fire protection. Having additional serviceable Type 1 apparatus available allows the Department to immediately place another engine in service while maintenance or repairs are completed.

The acquisition therefore represents more than the purchase of additional vehicles. It provides an important continuity-of-operations capability for the City's emergency response system.

As the Department continues to mature, staff's objective is to establish a fleet that includes sufficient frontline and reserve apparatus so that normal maintenance, unexpected mechanical failures, training activities, or outside deployments do not compromise emergency response within the City.

USED APPARATUS ACQUISITION

New Type 1 structural fire engines represent a significant capital investment and may require extended manufacturing lead times.

The acquisition of appropriately inspected and maintained used apparatus provides the City an opportunity to increase fleet capacity at a substantially lower capital cost than purchasing comparable new apparatus.

The proposed 2010/2011 units would not eliminate the need for long-term apparatus replacement planning. Instead, they provide an economical means of developing additional fleet depth while the Department establishes a long-range capital replacement program.

PRE-PURCHASE INSPECTION

Apparatus have undergone a pre-acceptance inspection to ensure units are appropriate for City service.

The evaluation included, as applicable:

- Engine and drivetrain condition;
- Pump operation and performance;
- Pump testing history;
- Apparatus electrical systems;
- Braking and suspension systems;
- Tires and wheels;
- Emergency lighting and warning systems;
- Vehicle mileage and engine hours;
- Maintenance and repair history;
- Tank and plumbing condition;
- Body, compartment, and structural condition;
- Applicable safety systems; and
- Overall anticipated serviceability.

Any material deficiencies identified during the inspection process will be evaluated prior to final acceptance.

PLACEMENT INTO SERVICE

Following acquisition, each apparatus will undergo the necessary inspection, servicing, equipment installation, communications programming, identification, and preparation before being placed into emergency service.

Depending upon the final fleet configuration, the Fire Chief may designate the apparatus as frontline, secondary, reserve, training, or other operational resources.

This flexibility will allow the Department to rotate apparatus based upon mileage, maintenance requirements, staffing, incident demand, and overall fleet condition.

MUTUAL AID AND REGIONAL RESPONSE CAPABILITY

Increasing the City's Type 1 engine inventory also improves the Department's ability to participate in regional emergency response systems.

When adequate personnel and apparatus are available, the City may provide resources through local mutual aid, automatic aid, the California Fire and Rescue Mutual Aid System, or other authorized emergency response arrangements.

Maintaining sufficient reserve apparatus is particularly important before committing a City resource outside the jurisdiction. The Department's priority will remain maintaining appropriate emergency protection within the City of Avenal.

Additional apparatus capacity gives the Fire Chief greater flexibility to support regional incidents without unnecessarily reducing local emergency response capability.

FISCAL IMPACT

The total requested authorization for the acquisition and initial preparation of the two Type 1 fire engines is an amount not to exceed **$250,000**. The 2010 is 70,000 and the 2011 is 180,000.

Funding is proposed from the general fund.

The authorization may include costs associated with:

- Apparatus purchase;
- Pre-purchase inspections;
- Transportation or delivery;
- California registration and applicable fees;
- Initial preventative maintenance;
- Required repairs identified before placement into service;
- Fire Department graphics and identification;
- Emergency lighting modifications, if required;
- Mobile and portable radio/communications installation;
- Equipment mounting; and
- Other reasonable costs necessary to prepare the apparatus for emergency response.

Purchasing serviceable used apparatus provides the City with an opportunity to substantially increase its structural firefighting fleet capacity without incurring the significantly greater capital expenditure associated with two new Type 1 fire engines.

LONG-TERM FLEET PLANNING

Staff recognizes that the acquisition of used apparatus must be incorporated into a broader fleet replacement strategy.

The Fire Department will continue evaluating apparatus based upon age, mileage, engine hours, maintenance costs, reliability, operational capability, and anticipated remaining service life.

Future budget recommendations may establish a formal apparatus replacement schedule and capital reserve strategy to ensure that the City can systematically replace major fire apparatus rather than relying upon emergency purchases following mechanical failure.

The proposed acquisition supports that strategy by creating immediate fleet depth while allowing the City additional time to plan and fund future apparatus replacements.

CONCLUSION

The acquisition of two 2010/2011 Type 1 fire engines represents an opportunity to significantly strengthen the Avenal Fire Department's structural firefighting fleet at a cost substantially below the acquisition of comparable new apparatus.

The additional engines will provide increased fleet redundancy, continuity of operations during maintenance and repairs, additional capacity for simultaneous incidents and seasonal staffing, and greater flexibility for mutual and automatic aid operations.

Most importantly, the acquisition will help ensure that the mechanical failure or scheduled maintenance of a single apparatus does not unnecessarily reduce the City's emergency response capability.

Staff therefore recommends approval of the acquisition, subject to satisfactory inspection and final acceptance by the City.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the acquisition of two used 2010/2011 Type 1 structural fire engines for the Avenal Fire Department;
2. Authorize the City Manager and Fire Chief to complete the purchase, inspection, transportation, registration, and placement into service of the apparatus, subject to satisfactory mechanical and operational inspections;
3. Authorize the expenditure of an amount not to exceed **$250,000**, including the purchase price and necessary costs associated with transportation, inspection, and registration.
4. Authorize the City Manager to execute all documents necessary to complete the acquisition; and
5. Authorize the Fire Chief to assign and deploy the apparatus within the Fire Department fleet based upon operational needs.

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:	**COUNCIL RESOLUTION 2026-_55_**
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL APPROVING THE ACQUISITION OF TWO TYPE 1 FIRE ENGINES, AUTHORIZING RELATED EXPENDITURES, AND AUTHORIZING THE REALIGNMENT AND DISPOSITION OF FIRE DEPARTMENT FLEET APPARATUS	

WHEREAS, the City of Avenal has established and continues to develop the apparatus fleet necessary to support reliable and sustainable municipal fire protection and emergency response services; and

WHEREAS, Type 1 structural fire engines constitute a primary emergency response platform of the Avenal Fire Department, and sufficient frontline and reserve apparatus are necessary to maintain continuity of operations during maintenance, mechanical failures, training, simultaneous incidents, and mutual aid deployments; and

WHEREAS, City staff has identified two used 2010/2011 Type 1 structural fire engines that are suitable for acquisition and will replace or supplement older or less operationally suitable apparatus currently within the City's fleet; and

WHEREAS, the proposed acquisition will provide additional frontline and reserve capability and allow the Fire Department to realign its existing fleet according to operational need, condition, reliability, and anticipated remaining service life; and

WHEREAS, the total requested authorization for acquisition and initial preparation of the two Type 1 engines is an amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000); and

WHEREAS, as part of this fleet realignment, certain existing fire apparatus or equipment may become unnecessary, obsolete, surplus, or more economically beneficial to sell, exchange, trade in, or otherwise dispose of; and

WHEREAS, the City Council desires to authorize staff to complete the acquisition and associated fleet realignment efficiently and to apply any proceeds or value received from disposition of replaced or surplus apparatus toward the Fire Department fleet and related acquisition costs.

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL SPECIAL MEETING HELD ON **August 13, 2026**, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

Alvaro Preciado, Mayor CITY OF AVENAL	ATTEST: KARLA CURIEL, Deputy City Clerk CITY OF AVENAL

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

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL Hereby:

1. Found the Recitals above are found to be true and correct.

2. **Acquisition.** The City Council approves the acquisition of two used 2010/2011 Type 1 structural fire engines and authorizes an expenditure not to exceed **$250,000**, including purchase, inspection, transportation, registration, initial servicing, repairs, equipment installation, communications, identification, and other reasonable costs necessary to prepare the apparatus for service.

3. **Execution Authority.** The City Manager is authorized to execute all purchase agreements, bills of sale, registration documents, and other documents necessary to complete the acquisitions. The City Manager and Fire Chief are authorized to complete inspections, transportation, acceptance, preparation, and placement into service.

4. **Fleet Realignment.** The Fire Chief is authorized to assign, reassign, designate, and deploy Fire Department apparatus as frontline, secondary, reserve, training, mutual aid, or other operational resources based upon the needs of the Department.

5. **Surplus and Disposition Authority.** In connection with the fleet realignment approved herein, the City Council authorizes the City Manager to identify existing Fire Department vehicles, apparatus, and equipment that are no longer necessary or appropriate for continued City service and to declare such property surplus and dispose of such property in accordance with applicable law and the Avenal Municipal Code, including sale, exchange, trade-in, or other legally authorized method of disposition**.**

6. **Proceeds.** To the extent permitted by applicable law and any restrictions associated with the original funding source of the property being disposed of, proceeds or credits received from the sale, exchange, trade-in, or disposition of Fire Department apparatus or equipment may be applied toward the acquisition, preparation, equipping, maintenance, or replacement of Fire Department fleet assets.

7. **Budget.** The City Manager and Finance Director are authorized to make such budgetary and accounting adjustments as are necessary to implement this Resolution within the expenditure authority established herein and applicable City policy.

8. This Resolution shall take effect immediately upon its adoption.

9. 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.

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

TO: Mayor and Members of the City Council

FROM: Antony V. López, City Manager

MEETING DATE: August 13, 2026

SUBJECT: Ratification and Approval of Consultant Agreements with Brooks Inc. and MAVP (Music Audio Visual Productions)

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2026- 56, ratifying and approving the Consultant Agreement between the City of Avenal and Brooks Inc., and the Consultant Agreement between the City of Avenal and Silverio Morales, doing business as MAVP (Music Audio Visual Productions).

BACKGROUND

As the City continues working to expand and improve the level of service it provides to the community, staff has identified certain specialized functions that fall outside the scope of existing in-house expertise. To address these needs, the City has engaged independent consultants to provide professional guidance, direction, and technical support in the areas described below.

Brooks Inc. – Sports Complex Maintenance Consulting

The Avenal Sports Complex requires ongoing turf and field maintenance, irrigation system oversight, water well upkeep, rodent control, and related facility maintenance. Staff determined that this work requires a level of specialized expertise not currently available among City personnel. To ensure the Sports Complex remains safe, usable, and in good condition for public use, the City engaged Brooks Inc. as an independent consultant to guide City staff on the maintenance, rodent control, and rehabilitation work needed at the facility. As part of this arrangement, Brooks Inc. has also agreed to make its own equipment available for use, as needed, in connection with this work.

MAVP (Music Audio Visual Productions) – Audio-Visual Consulting

Audio-visual and electronic display capability was not originally incorporated into the design of the Avenal Sports Complex and Avenal Community Center, but has since been identified as necessary to enhance the usability of these facilities for community events and programming. The City engaged Silverio Morales, doing business as MAVP (Music Audio Visual Productions), as an independent consultant to provide audio-visual, lighting, staging, and electronic display consulting services. MAVP's role is to guide City staff on what equipment to purchase and how to deploy it, including the implementation of large LED display screens and audio systems, and to provide technical direction and support as these improvements move forward. MAVP will not be performing general construction or event labor for the City; its role under the Agreement is consulting, technical guidance, and, where authorized, installation and configuration of specific display and audio-visual components.

DISCUSSION

Both Agreements are structured using the City's standard Consultant Agreement form and establish Brooks Inc. and MAVP as independent contractors, not City employees. Each Agreement has an initial term of three (3) months, automatically renewing for successive three-month terms not to exceed a total duration of two (2) years, unless terminated or modified in writing by either party.

The Brooks Inc. Agreement provides for compensation at a fixed monthly rate, with services performed on an as-needed basis rather than a fixed schedule. The MAVP Agreement provides for compensation on a project-by-project basis; MAVP must submit a written scope and cost estimate for City Manager (or designee) approval before beginning any project, and no compensation is owed for unauthorized work except in City-approved emergency situations.

Both Agreements require the consultant to carry commercial general liability, automobile liability, and workers' compensation insurance, name the City as an additional insured, and indemnify and hold the City harmless in connection with the consultant's work. Either party may terminate on thirty (30) days' written notice, and any special projects outside the base scope of work require prior written City authorization and are compensated separately.

FISCAL IMPACT

Costs under both Agreements are anticipated to be funded through the applicable department budgets for the current fiscal year. Brooks Inc. is compensated at a fixed monthly rate as set forth in its Agreement. MAVP is compensated only for projects specifically authorized in advance by the City Manager or designee, based on an approved scope and cost estimate for each project.

ATTACHMENTS

- Attachment A – Resolution No. 2026-
- Attachment B – Consultant Agreement – Brooks Inc.
- Attachment C – Consultant Agreement – Silverio Morales / MAVP (Music Audio Visual Productions)

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:
RATIFICATION AND APPROVAL OF CONSULTANT AGREEMENTS WITH BROOKS INC. AND MAVP (MUSIC AUDIO VISUAL PRODUCTIONS)

RESOLUTION 2026-56

WHEREAS, the City Council of the City of Avenal ("City") continually strives to provide high-quality municipal services and to maintain safe, usable public facilities for its residents; and

WHEREAS, the ongoing maintenance and rehabilitation needs of the Avenal Sports Complex — including turf and field maintenance, irrigation system oversight, water well maintenance, rodent control, and related facility upkeep — require a level of specialized expertise not currently available among existing City staff; and

WHEREAS, the City engaged Brooks Inc., an independent consultant, to guide and direct City staff on the work necessary to maintain and rehabilitate the Avenal Sports Complex, with Brooks Inc. further agreeing to make its own equipment available to the City as needed in connection with such work; and

WHEREAS, audio-visual and electronic display capability was not originally incorporated into the design of the Avenal Sports Complex and Avenal Community Center, but has since been identified as necessary to enhance the usability of these facilities for community events and programming; and

WHEREAS, the City engaged Silverio Morales, doing business as MAVP (Music Audio Visual Productions), an independent consultant, to provide audio-visual, lighting, staging, and electronic display consulting services, including guidance to City staff on the selection, purchase, and deployment of equipment such as large LED display screens and audio systems; and

WHEREAS, City staff have negotiated Consultant Agreements with each of Brooks Inc. and MAVP (Music Audio Visual Productions), copies of which are attached hereto as Attachments A and B, respectively; and

WHEREAS, it is in the best interest of the City to ratify and approve said Consultant Agreements;

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 **August 13, 2026,** BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
ALVARO PRECIADO, Mayor
CITY OF AVENAL

ATTEST: _____
KARLA CURIEL,
Deputy City Clerk
CITY OF AVENAL

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

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found that the foregoing recitals are true;

2. Ratified and approved the Consultant Agreement between the City of Avenal and Brooks Inc. for guidance, direction, and equipment support related to the maintenance and rehabilitation of the Avenal Sports Complex: ATTACHMENT A;

3. Approved the Consultant Agreement between the City of Avenal and Silverio Morales, doing business as MAVP (Music Audio Visual Productions), for audio-visual, lighting, staging, and electronic display consulting services: ATTACHMENT B;

4. Confirmed that services performed under both Consultant Agreements shall be funded as needed under the relevant department budgets for the current fiscal year;

5. Authorized the City Manager to execute the Consultant Agreements, and any amendments or project authorizations thereunder consistent with the terms approved herein; and

6. Authorized the City Manager and all 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.

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

CONSULTANT AGREEMENT

Between the City of Avenal and **Brooks Inc.**

This Consultant Agreement is made and entered into as of **January 8th, 2026**, by and between the City of Avenal, a City located in Kings County, California, and **Brooks Inc.**, an Independent Consultant (collectively referred to as the Parties).

1. Scope of Work/Deliverables

Consultant agrees to provide professional consulting services to the City in the area of landscaping and park maintenance management. As a farm/landscaping consultant to the City of Avenal, Consultant will assist in guiding the City on best practices for keeping its green and open spaces safe and in useable condition for the public at large. Primary focus areas will be the Avenal Sports Complex, located at 1 Sports Center Pkwy, Avenal, CA 93204.

Consultant will provide the following expertise and guidance to City Staff through these duties:

a) Turf and Field Maintenance
- Mowing, edging, and general upkeep of grass and playing fields
- Application of weed control treatments and fertilizers
- Aeration, vacuuming, and other turf health practices as appropriate

b) Irrigation System Oversight
- General upkeep, inspection, cleaning, and minor replacement of sprinklers and irrigation components
- Advising City staff on irrigation efficiency and necessary repairs

c) Water Well Maintenance
- Routine basic maintenance of the water well, including monitoring oil levels and general operational checks

d) Rodent Control
- Placement of bait stations and implementation of other necessary rodent control measures, in compliance with applicable regulations

e) Facility Access Coordination
- Assist in maintaining park opening and closure schedules as directed by the City
- City staff shall retain responsibility for routine opening and closure; however, the Consultant may open or close facilities as needed while actively working on site

f) Light Facility and Equipment Maintenance
- Minor maintenance and condition monitoring of on-site equipment and facilities, including but not limited to playground equipment, canopies, restrooms, and concession areas

2. Term of Agreement

This agreement shall commence on January 12th , 2026 and be for an initial term of three (3) months and shall automatically renew for successive three-month terms, not to exceed a total duration of two (2) years, unless terminated or modified in writing. Terms may be renegotiated at any time by mutual written agreement of both parties.

3. Compensation

g) The Consultant shall be compensated at a fixed monthly rate of $_____. Services shall be performed on an as-needed basis, and the Consultant shall not be required to adhere to a fixed maintenance schedule.

h) The Consultant shall be responsible for maintaining the overall condition and quality of the facilities in accordance with City direction and agreed-upon standards; however, the facilities are expected to remain usable, safe, and playable on a daily basis, barring inclement weather or conditions beyond the Consultant's reasonable control.

i) The Consultant shall perform whatever services are reasonably necessary to meet this standard. Failure to maintain the facilities in a usable and safe condition, after 14-day notice from the City and a reasonable opportunity to cure, may result in a reduction, withholding, or non-payment of compensation for the applicable period, or other remedies as permitted by this Agreement.

j) Consultant shall submit monthly invoices detailing services performed and expenses incurred. Payment shall be made within thirty (30) days of receipt and approval of invoices by the City.

4. Equipment

Use of City equipment: Consultant will advise City what equipment is needed and utilize it, or Consultant will bring their own equipment.

At the beginning of this agreement, the City will provide the following:

- _____
- _____
- _____

Consultant will make available as needed the following equipment:

- _____
- _____
- _____
- _____

5. Special Projects and Additional Services

From time to time, the City may request that the Consultant perform special projects or services outside the scope of this Agreement. Such projects may include, but are not limited to, rehabilitation or major restoration of athletic fields or baseball diamonds, which may require extensive labor, materials, equipment, or specialized supplies.

Prior to commencing any such special project, the Consultant shall submit a written scope and cost estimate to the City for review and approval. No additional compensation shall be owed unless the City provides prior written authorization for the work. Approved special projects shall be compensated separately from the fixed monthly rate and may be incorporated into this Agreement by written amendment or authorization.

6. Time, Materials, and Purchasing

The City expects the Consultant to track and bill time and materials associated with all services performed under this Agreement, as applicable. Whenever practicable, supplies and materials shall be ordered and invoiced directly to the City in accordance with City purchasing procedures.

If direct invoicing to the City is not feasible, the Consultant may procure supplies on the City's behalf with prior City Manager/designee approval and seek reimbursement at actual cost, supported by itemized receipts. Alternatively, the Consultant may invoice the City directly for such supplies. No markup shall be applied unless expressly authorized in writing by the City.

7. Independent Contractor

Consultant is retained as an independent contractor and shall not be deemed an employee of the City. Consultant shall have no authority to bind the City in any manner and shall be solely responsible for any taxes, withholdings, or benefits related to compensation received under this Agreement.

Consultant is not authorized to act as an agent of the City in the event of communication with government agencies or vendors, unless expressly authorized to act on behalf of a City official, in writing, signed by such City official.

8. Confidentiality

Consultant shall not disclose any confidential or proprietary information obtained in the course of providing services under this Agreement without prior written consent from the City.

Confidential Information means any non-public, proprietary, or sensitive information disclosed by the City to the Consultant, whether in written, oral, or electronic form, that is designated as confidential or should reasonably be understood as such. This includes but is not limited to business, financial, legal, and operational information. Confidential Information does not include information that becomes publicly available through no fault of the Consultant, is lawfully received from a third party, or is independently developed without reliance on the City's information.

9. Insurance

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subcontractors.

Minimum Scope and Limits of Insurance: Consultant shall maintain the following insurance coverage:

a) Commercial General Liability Insurance with minimum limits of $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
b) Automobile Liability Insurance with minimum limits of $1,000,000 per accident for bodily injury and property damage, covering any vehicle used in connection with the performance of services under this Agreement.
c) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with minimum limits of $1,000,000 per accident for bodily injury or disease.

Additional Insurance Requirements:

d) The City of Avenal, its officials, employees, and volunteers shall be named as additional insureds on the Commercial General Liability and Automobile Liability policies with respect to liability arising out of work performed by or on behalf of the Consultant.

e) Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance or self-insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
f) All insurance policies shall contain a provision that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been provided to the City.
g) Certificates of Insurance showing the required coverage are in effect shall be filed with the City prior to the commencement of work under this Agreement. Such certificates shall provide that the insurance shall not be materially changed or canceled without thirty (30) days' prior written notice to the City.
h) Insurer shall have an A.M. Best rating of at least A:VII or equivalent, and be authorized to do business in the State of California.

10. Indemnification

To the fullest extent permitted by law, Consultant shall indemnify, defend (with counsel approved by the City), and hold harmless the City of Avenal, its officials, officers, employees, agents, and volunteers (collectively, the "Indemnified Parties") from and against any and all claims, demands, losses, damages, liabilities, expenses, and costs (including reasonable attorneys' fees and costs of litigation) of every nature arising out of or in connection with:

a) The performance of work or services under this Agreement by Consultant, its officers, employees, agents, or subcontractors;
b) Any negligent or wrongful act, error, or omission of Consultant, its officers, employees, agents, or subcontractors; or
c) Consultant's breach of any term or condition of this Agreement.

This indemnification obligation shall not be limited by the insurance requirements set forth in this Agreement and shall survive the termination or expiration of this Agreement. Consultant's obligation to indemnify shall not apply to liability arising from the sole negligence or willful misconduct of the City.

11. Termination

This Agreement may be terminated as follows:

k) By either party upon providing thirty (30) day written notice to the other party.
l) Upon termination, Consultant shall be compensated for all services performed up to the termination date.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising from this Agreement shall be resolved in the courts of Kings County, California.

13. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.

14. Amendments

Any modifications or amendments to this Agreement must be in writing and signed by both Parties.

15. Notices

All notices under this Agreement shall be in writing and delivered to the following addresses:

City of Avenal
919 Skyline Blvd
Avenal CA, 93204

Name: **Brooks Inc.**

[Consultant Address]: 33670 Hisway 33, Coalinga CA 93210

[Consultant Contact Information]: (559) 696-9853

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF AVENAL

By: Antony N. López
Name; Antony V. López
Title: City Manager
Date: 2/13/2026

CONSULTANT: **Brooks Inc.**

By: Jeff S. Brooks
Name: Jeff S. Brooks
Date: Feb 13-26

CONSULTANT AGREEMENT

Between the City of Avenal and **Brooks Inc.**

This Consultant Agreement is made and entered into as of **January 8th, 2026**, by and between the City of Avenal, a City located in Kings County, California, and **Brooks Inc.**, an Independent Consultant (collectively referred to as the Parties).

1. Scope of Work/Deliverables

Consultant agrees to provide professional consulting services to the City in the area of landscaping and park maintenance management. As a farm/landscaping consultant to the City of Avenal, Consultant will assist in guiding the City on best practices for keeping its green and open spaces safe and in useable condition for the public at large. Primary focus areas will be the Avenal Sports Complex, located at 1 Sports Center Pkwy, Avenal, CA 93204.

Consultant will provide the following expertise and guidance to City Staff through these duties:

a) Turf and Field Maintenance
- Mowing, edging, and general upkeep of grass and playing fields
- Application of weed control treatments and fertilizers
- Aeration, vacuuming, and other turf health practices as appropriate

b) Irrigation System Oversight
- General upkeep, inspection, cleaning, and minor replacement of sprinklers and irrigation components
- Advising City staff on irrigation efficiency and necessary repairs

c) Water Well Maintenance
- Routine basic maintenance of the water well, including monitoring oil levels and general operational checks

d) Rodent Control
- Placement of bait stations and implementation of other necessary rodent control measures, in compliance with applicable regulations

e) Facility Access Coordination
- Assist in maintaining park opening and closure schedules as directed by the City
- City staff shall retain responsibility for routine opening and closure; however, the Consultant may open or close facilities as needed while actively working on site

f) Light Facility and Equipment Maintenance
- Minor maintenance and condition monitoring of on-site equipment and facilities, including but not limited to playground equipment, canopies, restrooms, and concession areas

2. Term of Agreement

This agreement shall commence on January 12th , 2026 and be for an initial term of three (3) months and shall automatically renew for successive three-month terms, not to exceed a total duration of two (2) years, unless terminated or modified in writing. Terms may be renegotiated at any time by mutual written agreement of both parties.

3. Compensation

g) The Consultant shall be compensated at a fixed monthly rate of $_____. Services shall be performed on an as-needed basis, and the Consultant shall not be required to adhere to a fixed maintenance schedule.

h) The Consultant shall be responsible for maintaining the overall condition and quality of the facilities in accordance with City direction and agreed-upon standards; however, the facilities are expected to remain usable, safe, and playable on a daily basis, barring inclement weather or conditions beyond the Consultant's reasonable control.

i) The Consultant shall perform whatever services are reasonably necessary to meet this standard. Failure to maintain the facilities in a usable and safe condition, after 14-day notice from the City and a reasonable opportunity to cure, may result in a reduction, withholding, or non-payment of compensation for the applicable period, or other remedies as permitted by this Agreement.

j) Consultant shall submit monthly invoices detailing services performed and expenses incurred. Payment shall be made within thirty (30) days of receipt and approval of invoices by the City.

4. Equipment

Use of City equipment: Consultant will advise City what equipment is needed and utilize it, or Consultant will bring their own equipment.

At the beginning of this agreement, the City will provide the following:

- _____
- _____
- _____

Consultant will make available as needed the following equipment:

- _____
- _____
- _____
- _____

5. Special Projects and Additional Services

From time to time, the City may request that the Consultant perform special projects or services outside the scope of this Agreement. Such projects may include, but are not limited to, rehabilitation or major restoration of athletic fields or baseball diamonds, which may require extensive labor, materials, equipment, or specialized supplies.

Prior to commencing any such special project, the Consultant shall submit a written scope and cost estimate to the City for review and approval. No additional compensation shall be owed unless the City provides prior written authorization for the work. Approved special projects shall be compensated separately from the fixed monthly rate and may be incorporated into this Agreement by written amendment or authorization.

6. Time, Materials, and Purchasing

The City expects the Consultant to track and bill time and materials associated with all services performed under this Agreement, as applicable. Whenever practicable, supplies and materials shall be ordered and invoiced directly to the City in accordance with City purchasing procedures.

If direct invoicing to the City is not feasible, the Consultant may procure supplies on the City's behalf with prior City Manager/designee approval and seek reimbursement at actual cost, supported by itemized receipts. Alternatively, the Consultant may invoice the City directly for such supplies. No markup shall be applied unless expressly authorized in writing by the City.

7. Independent Contractor

Consultant is retained as an independent contractor and shall not be deemed an employee of the City. Consultant shall have no authority to bind the City in any manner and shall be solely responsible for any taxes, withholdings, or benefits related to compensation received under this Agreement.

Consultant is not authorized to act as an agent of the City in the event of communication with government agencies or vendors, unless expressly authorized to act on behalf of a City official, in writing, signed by such City official.

8. Confidentiality

Consultant shall not disclose any confidential or proprietary information obtained in the course of providing services under this Agreement without prior written consent from the City.

Confidential Information means any non-public, proprietary, or sensitive information disclosed by the City to the Consultant, whether in written, oral, or electronic form, that is designated as confidential or should reasonably be understood as such. This includes but is not limited to business, financial, legal, and operational information. Confidential Information does not include information that becomes publicly available through no fault of the Consultant, is lawfully received from a third party, or is independently developed without reliance on the City's information.

9. Insurance

Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees, or subcontractors.

Minimum Scope and Limits of Insurance: Consultant shall maintain the following insurance coverage:

a) Commercial General Liability Insurance with minimum limits of $1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
b) Automobile Liability Insurance with minimum limits of $1,000,000 per accident for bodily injury and property damage, covering any vehicle used in connection with the performance of services under this Agreement.
c) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with minimum limits of $1,000,000 per accident for bodily injury or disease.

Additional Insurance Requirements:

d) The City of Avenal, its officials, employees, and volunteers shall be named as additional insureds on the Commercial General Liability and Automobile Liability policies with respect to liability arising out of work performed by or on behalf of the Consultant.

e) Consultant's insurance coverage shall be primary insurance with respect to the City. Any insurance or self-insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
f) All insurance policies shall contain a provision that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been provided to the City.
g) Certificates of Insurance showing the required coverage are in effect shall be filed with the City prior to the commencement of work under this Agreement. Such certificates shall provide that the insurance shall not be materially changed or canceled without thirty (30) days' prior written notice to the City.
h) Insurer shall have an A.M. Best rating of at least A:VII or equivalent, and be authorized to do business in the State of California.

10. Indemnification

To the fullest extent permitted by law, Consultant shall indemnify, defend (with counsel approved by the City), and hold harmless the City of Avenal, its officials, officers, employees, agents, and volunteers (collectively, the "Indemnified Parties") from and against any and all claims, demands, losses, damages, liabilities, expenses, and costs (including reasonable attorneys' fees and costs of litigation) of every nature arising out of or in connection with:

a) The performance of work or services under this Agreement by Consultant, its officers, employees, agents, or subcontractors;
b) Any negligent or wrongful act, error, or omission of Consultant, its officers, employees, agents, or subcontractors; or
c) Consultant's breach of any term or condition of this Agreement.

This indemnification obligation shall not be limited by the insurance requirements set forth in this Agreement and shall survive the termination or expiration of this Agreement. Consultant's obligation to indemnify shall not apply to liability arising from the sole negligence or willful misconduct of the City.

11. Termination

This Agreement may be terminated as follows:

k) By either party upon providing thirty (30) day written notice to the other party.
l) Upon termination, Consultant shall be compensated for all services performed up to the termination date.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any disputes arising from this Agreement shall be resolved in the courts of Kings County, California.

13. Entire Agreement

This Agreement constitutes the entire understanding between the Parties and supersedes any prior agreements or understandings, whether written or oral, relating to the subject matter herein.

14. Amendments

Any modifications or amendments to this Agreement must be in writing and signed by both Parties.

15. Notices

All notices under this Agreement shall be in writing and delivered to the following addresses:

City of Avenal
919 Skyline Blvd
Avenal CA, 93204

Name: **Brooks Inc.**

[Consultant Address]: [redacted]

[Consultant Contact Information]: [redacted]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF AVENAL

By: Antony N. López
Name: Antony V. López
Title: City Manager
Date: 2/13/2026

CONSULTANT: **Brooks Inc.**

By: Jeff S. Brooks
Name: Jeff S. Brooks
Date: Feb 13-26

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

TO: **Honorable Mayor & City Council**

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

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

DATE: **August 7, 2026**

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

INFORMATION:

7300 CODE ENFORCEMENT:
The Code Enforcement Department continues to work on property/weed abatement, staff has mailed notices as well as verbal and door hangers. Staff is working flex hours for abatement compliance and illegal venders. **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.

9000 ANIMAL CONTROL DEPARTMENT:
Staff continues to maintain the Animal Shelter. We are still having good numbers with the spay/neuter program. July rescues were down some 31 total with most being large breeds. Staff continues patrolling two times in the morning and once in the afternoon and call outs. **SEE ATTACHED REPORTS.**

13000 STREETS:
Staff maintains city streets, signs, flags, and banners. We are trying to keep up on patching Plymouth Ave. Staff continues to work with the City Engineer for upcoming projects. Public Works Maintenance has also been busy with getting things together for AFD.

14100 WATER DISTRIBUTION:
Staff continues to repair and maintain the distribution system within the City. There were no leaks on the main transmission lines. Staff checks the lines weekly and when Utilities see high usage to make sure there are no leaks.

15000 WASTEWATER COLLECTIONS:
Staff continues to report monthly to Regional Water Quality Control Board regarding overflows. There were two (2) calls for sewer plugs in July. 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
July 2026

Vehicle Abatements

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

Property Abetments

Mailed Abetments	18
Courtesy Verbal Abetments	02
Courtesy Door Hangers	05
Abetments Completed	13
Pending	05

Miscellaneous Complaints

Illegal Business/Expired License	01
Stop Work/No Permit	00
Illegal Occupancy	00
Illegal Venders	00
Complaints Received	03
*Phone	00
*Walk In	00
Miscellaneous Inspections	00
Miscellaneous Meetings	00
Recycling Control	00
Graffiti Control	04
Water Waste Control (verbal and/or citations)	00
Weed Abatement (notice, mailed or verbal)	25
Weed Abatement (completed)	13
Illegal Yard Sales/No Permits	00

Notes: Weed abatement have been going well. We will continue to flex hours to seek compliance, and to look for illegal venders. We are working with Avenal Fire Department on weed abatements.

City Of Avenal
Animal Control Activity Report

To: Scott Davis, Public Works Director
From: Raul Valadez, Animal Control Department
For: July 1, 2026 to July 31, 2026

Animal Control Activity Report

Total	Entries	47
	RETURNED TO OWNER	0
	ADOPTED	2
	DIED IN SHELTER	0
	EUTHANIZED	0
	ESCAPED FROM SHELTER	0
	REMAINING IN SHELTER	38
	DOGS RESCUED	7
	Brought in to the shelter for the month of July	**23**
DOG BITE(S)		0
	CITATIONS	0
	COMPLAINTS	13
	DOOR HANGERS	8
CATS DETAINED		1
	EUTHANIZED	0
	RESCUED	2
	REDEEMED	0
	ADPOTDED	0
Roosters/Chickens/Owls/Turtles, etc.		2
Deceased Animals		
	Dogs	2
	Cats	2
	Other Animals Deceased	0

City Of Corcoran
Animal Control Activity Report

To: Scott Davis, Public Works Director
From: Raul Valadez, Animal Control Department
For: July 1, 2026 to July 31, 2026

Animal Control Activity Report

Total Entries		47
	RETURNED TO OWNER	0
	ADOPTED	2
	DIED IN SHELTER	0
	EUTHANIZED	0
	ESCAPED FROM SHELTER	0
	REMAINING IN SHELTER	24
	DOGS RESCUED	21
	Brought in to the shelter for the month of July	**21**
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	7
	Cats	16
	Other Animals Deceased	0

City Of Lemoore
Animal Control Activity Report

To: Scott Davis, Public Works Director
From: Raul Valadez, Animal Control Department
For: July 1, 2026 to July 31, 2026

Animal Control Activity Report

Total Entries		24
	RETURNED TO OWNER	0
	ADOPTED	4
	DIED IN SHELTER	0
	EUTHANIZED	0
	ESCAPED FROM SHELTER	0
	REMAINING IN SHELTER	17
	DOGS RESCUED	3
	Brought in to the shelter for the month of July	**7**
DOG BITE(S)		0
	CITATIONS	0
CATS DETAINED		0
	EUTHANIZED	0
	RESCUED	1
	REDEEMED	0
	ADPOTDED	0
Roosters/Chickens/Owls/Turtles, etc.		0
Deceased Animals		
	Dogs	1
	Cats	10
	Other Animals Deceased	0

Animal Control Monthly Summary – July

July was a slower month for animal rescues; however, most animals taken in were large-breed dogs. Animal Control officers continue to patrol problem areas throughout the city to address ongoing concerns and help reduce the number of stray animals.

During the National Night Out event, Animal Control will provide information on stray cats, spay/neuter programs, and other available community resources. The shelter will also continue participating in City events by hosting educational booths to promote responsible pet ownership and available services.

The shelter is currently exploring the possibility of bringing a mobile spay/neuter clinic to the community. Details are still being finalized, and updates will be shared as they become available.

The City of Avenal still has funding available to assist with spay/neuter services. For more information, please contact the Animal Shelter at **559-633-3115** or City Hall at **559-386-5766**.

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: **August 11th, 2026**

RE: **Information Technology Monthly Report June,July 2026**

CURRENT PROJECTS:

Internet:

-Staff is currently awaiting final edits by Cal.Net prior to briging the revised contract to council.

Communications:

-Staff continues managed mobile device rollout across required staff. Deployment delayed as multiyear agreements awaited review and renewal renewal.
-The Mass SMS Service providers were provided proof of consent but have yet to grant permissions to their services.
-Replaces Verizon's Calnet Nextgen's expiring contract with NASPO (National Association of State Procurement Officials), providing us a few extra options for service plans and minor savings per line.

Services:

-Staff makes various improvements to physical access and security systems across the city, among other internal service deployments.
-Staff continues performing regular security maintenance and documentation reporting.

Other:

-Assisted in A/V setup for National Night Out and monthly PARCS films.
-Reviews final assignments left by Administrative Interns who assisted in various IT systems projects.
-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: **August 13th 2026**

Re: **Department Report**

Information:

Updates:

1) Open Community Space- Every Monday/Friday at Vets Hall, 5:00pm-8:00pm.
2) Community Fireworks Show- was held June 27th at Rice Park.
3) Summer Kidz Spot – Started June 15th, ended on July 31st
4) Celebrate PARCS – was held July 18th at Sports Complex.
5) Youth Football Camp - Collaboration with AHS Football Team, Youth Pirates, former AHS coaches and Avenal Fire.

Upcoming:

6) **August Weekly Activities / Events**
   - August 12th – Kidz in the Kitchen 3:30-6:30pm.
   - August 19th h- Familia Night at Avenal Theater, 6pm.
   - August 26th– Back to School Crafts @ Rec Center, 3:30-5pm.

7) **Consulado de Mexico-** August 17th-20th @ Rec Center.
8) **Suicide Walk-** Sept 12th, @ Vets Hall**.**

Working on:

1) Community Center, soft opening, program/ fees, equipment, etc.
2) School outreach.
3) Sports Complex – Softball Field.
4) Youth Spring Soccer League / Adult Softball League.

Update from the Chief's Desk

08/11/2026

The Avenal Fire Department continues to make significant progress in the development of staffing, emergency response capability, fleet capacity, regional partnerships, training, and Community Risk Reduction programs.

The Department's recently completed Two-Month Status Report, covering June 1 through August 7, 2026, provides the first meaningful operational dataset for the new municipal fire department.

During that period, the Department responded to **206 incidents**, maintained staffing above the established two-person minimum on **94.1% of days**, expanded to **26 total Department members**, conducted approximately **2,800 parcel inspections**, reached approximately **715 people through community outreach**, and continued developing the apparatus, personnel, and regional partnerships necessary to support a sustainable municipal fire service.

The Department's immediate emphasis continues to be on staffing and operational capability. As additional personnel have been brought into the organization, the Department has increasingly transitioned from a minimum single-engine response model toward the ability to staff multiple resources and provide greater operational depth.

Please see the following department update for the Avenal Fire Department activities from June 1-August 07, 2026.

Staffing: Minimum daily staffing 2-0 (One Captain and One Engineer). Daily Staffing for the City of Avenal has consistently exceeded 2-0 staffing.

- 2-0: 4 days (5.9%)
- **3-0: 25 days (36.8%)**
- **4-0: 17 days (25%)**
- **5+: 22 days (32.4%)**
- Days w/a 24-hour Chief Officer (12)

Total Members (26):

Paid Professional

- (4) Captains
- (5) Engineers
- (3) Firefighters
- (2) Chief Officers

Intern Firefighters

- (2) Intern Firefighters

Extra Help; Volunteers/Reserve

- (10) firefighters

Incident Statistics

(1) **Total Calls**: 206

(2) **Number of calls needing assistance from Master Mutual Aid:** (4) or 3% of total calls.

- (1) Residential Structure Fire
- (1) Commercial Fire
- (1) Vegetation Fire
- (1) Overlapping call

(3) Calls by call type

- Medical: **(150)** or 72.8%
- Fire: **(16)** or 7.8%
- Vehicle Accident: **(5)** or 2.4%
- Cancelled: **(29)** or 14.1%
- Fals Alarm: **(6)** or 2.9%

(4) Calls by Planning Zone;

- Avenal Urban Zone: (201)
- Avenal Rural Zone: (5)

(5) **Percent of calls requiring more than one resource:** (7) or 6%

(6) **Percentage of time Avenal Fire staffs more than one resource:** (29) or 57.4% of the time.

(7) **Average Response Time**

- Travel Time: 2.5 Min.
- Aggregate Response time (Dispatch to on Scene): 3.8 Min.

Community Risk Reduction/Community Outreach

Number of community interactions: (28)
Total Number of people contacted: 715

- **Town Halls:** (5)
    - Introductory: 40
    - Coffee with the Chief: 100
    - Chief Update at the Theater: 50
    - (2) Veterans Hall: 25
- **Large Event Support:** (2)

- 4th of July Fireworks Show and Community Event
- Block party attendance

- **Public Education Events:** (8)
  - (5) CPR/AED classes: 100 people
  - (1) Fire Drill: 20 people
  - (1) Citizen Fire Academy: 13 People
  - Smoke Alarm Installation: 70 homes
- **Community Interactions:** (13)
  - (3) Kidz Spot visits: 60 Children
  - (1) Birthday Party (15 People)
  - Food Giveaway
  - Old Timers
  - Visited Happy Feet Day Care
  - National Night Out
  - Supported Casa De Dios Vacation Bible School
  - Hosted the 1st annual Avenal Fire Soccer Camp
  - Avenal Footbal Clinic
  - Attended the U9 Running Rebels Basketball Practice
  - Soft opening of the fire department at Tice Park (200 people)
- **Weed Abatement Inspections/by parcel:** 2,100

Aid agreements: Avenal Fire is a participant of the State Master Mutual Aid.

Local Mutual Aid Agreements

1. Coalinga Fire Department

Agreements submitted and awaiting agency approval:

1. Naval Air Station Lemoore; Mutual Aid
2. Kings County Fire Department: Mutual Aid
3. Avenal State Prison; Automatic Aid
4. Lemoore fire department: Mutual Aid
5. Fresno County Fire Protection District; Automatic Aid
6. Kings County West side fire agreement (Calfire/kings county)
7. CALTERRA (Tribal)

Other Partnerships:

1. State of California Workforce Development (State)
    a. Provides free training for Avenal Fire Volunteers
    b. Pays for Seasonal Limited Term Apprentice firefighters for 6 months.
2. Fresno City College
    a. Istruction Service Agreement
    b. Firefighter Intern Program (WEX)
3. West Hills College
    a. WEX opportunites. Discussion to be held next week.
4. CALTERRA
    a. EOC operations for Rual Communitis class through Texas A&M.

Grants: (3)

1. Applied for 6 firefighter position; Staffing for Adequate Fire and Emergency Response (SAFER): 1.3 million
2. Applied for fiscal support for fire training: FEMA Assistance to Firefighters Grant (AFG): 26,000.
3. Received a Drip drop hydration grant

We have a lot happening, I will try to keep you informed as changes occur. Think Safe & Be Safe, have a great weekend.

Jacob S. McAfee
Fire Chief
City of Avenal Fire Department

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**

DATE: **August 13, 2026**

RE: **Consideration and Possible Approval of Additional CDBG-CV Funding for the Avenal Community Sports and Recreation Center Project and Authorization for the City Manager to Execute All Related Agreements, Amendments, and Documents.**

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolution:

1. Authorizing the City to accept additional Community Development Block Grant – Coronavirus (CDBG-CV) funds that may be made available by the California Department of Housing and Community Development (HCD) for completion of the Avenal Community Sports and Recreation Center;

2. Authorizing the City Manager, or designee, to submit applications and supporting documentation and to negotiate, execute, and administer any agreements, amendments, certifications, funding documents, and related materials necessary to secure and utilize the additional funding; and

3. Authorizing staff to take all other actions reasonably necessary to complete the project and comply with applicable CDBG and HCD requirements.

BACKGROUND:

The Avenal Community Sports and Recreation Center has been one of the City's largest and most significant capital projects. The project has been developed through multiple phases and funding sources over several years. This project started from a 2016 CDBG award for $1.2 million.

In 2022, with the assistance of then-State Senator Melissa Hurtado and then-Assemblymember Rudy Salas, the City secured approximately $2 million in State funding to expand the project and allow the facility to function as a community heating and cooling center. This funding allowed the City to incorporate significant additional improvements into the facility, including HVAC, emergency power, and other improvements intended to make the facility available to the community during extreme weather and emergency conditions.

The City subsequently received a CDBG award through HCD for the Community Sports and Recreation Center. The current CDBG agreement, No. 22-CDBG-NH-00050, provided $3,746,264 in federal CDBG funding for the project. The approved project documents also contemplated $1.5 million in future CDBG Program Income as an additional project funding source. Ultimately, substantially less Program Income became available than originally anticipated, contributing to the remaining project funding gap.

The project has also faced several challenges since its original conception. The COVID-19 pandemic and subsequent construction market conditions significantly increased material, equipment, and construction costs. The expanded scope associated with the heating and cooling center required additional work, and the City also transitioned engineering responsibility for the project from Summers Engineering to A&M Consulting Engineers, requiring review and reengineering of portions of the project.

Despite these challenges, the project is now nearing completion.

CURRENT STATUS:
Construction is substantially complete, with the remaining work largely associated with final electrical service, the emergency generator, and project closeout. The electrical switchgear has been installed and approved, and PG&E has been notified regarding final service and energization. Based on the current construction schedule, staff anticipates PG&E power within approximately six to eight weeks and expects the facility to be ready to open shortly thereafter.

The City's July project report to HCD confirms that the kitchen and bathroom work is substantially complete, water fountains are connected, the generator conduit passed testing, switchgear was inspected and approved, and the remaining electrical work is proceeding toward PG&E energization.

On August 4, 2026, City staff and the City's project team met with HCD representatives, including CDBG Program Representative Thuy Nguyen, to discuss the project's status, remaining funding gap, and closeout requirements. Following discussions initiated with assistance from A&M Consulting Engineers, HCD advised the City that it is working to determine whether Avenal is eligible to receive additional funding for the Community Sports and Recreation Center. HCD subsequently confirmed in writing that, assuming the City's eligibility is established, the Department intends to provide additional documentation and timelines regarding a **potential CDBG-CV award of up to $1.3 million**.

The exact amount and final terms of any additional award have not yet been determined, but would be enough to meet the funding gap of the project and remaining task order.

DISCUSSION:
Staff believes the potential CDBG-CV funding represents an important opportunity to close the remaining funding gap and complete a project in which the City, State, and federal government have already made substantial investments.

The timing, however, is important. HCD is still preparing the documentation necessary for the potential award, and those documents may not be available until after the City's upcoming election or at a time when scheduling another City Council meeting could delay acceptance and processing of the funds.

The City's existing CDBG agreement specifically contemplates contract amendments when project funding or scope changes and requires the person executing an agreement on behalf of the City to possess binding authorization to do so.

Accordingly, staff recommends that the Council provide that authorization now. Approval would **not obligate the City to accept unknown or unfavorable terms**, nor would it guarantee an award from HCD. Rather, it would authorize the City Manager to move promptly to secure additional CDBG-CV funding should HCD determine the City is eligible and make funding available for the project. HCD hopes to encumber and award funds soon, and have them expended by the end of 2026. The City's ability to expend these funds is a large part of determining eligibility.

Given the advanced stage of construction and the significant public investment already made, staff believes it is in the City's interest to preserve every available funding opportunity and avoid administrative delays that could jeopardize additional funding.

FISCAL IMPACT:

There is no immediate fiscal impact associated with adoption of the Resolution.

If HCD awards additional CDBG-CV funds, the funds would be restricted to eligible project costs and administered in accordance with applicable federal and State CDBG requirements. The additional funding would reduce the amount of other City resources necessary to address the remaining project funding gap.

The exact amount of additional CDBG-CV funding is not known at this time and will be determined by HCD.

CONCLUSION:

The Community Sports and Recreation Center is nearing the finish line after years of planning, construction, funding challenges, and significant changes in construction costs and project scope.

HCD's willingness to explore additional CDBG-CV funding presents an opportunity for the City to close the remaining funding gap and complete this important community facility. Staff recommends providing the City Manager sufficient authority to act promptly once HCD's documentation becomes available so that an administrative delay does not result in the loss of funding that could otherwise be used to complete the project.

BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL AUTHORIZING THE ACCEPTANCE OF ADDITIONAL COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS (CDBG-CV) FUNDING FOR THE AVENAL COMMUNITY SPORTS AND RECREATION CENTER AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY AGREEMENTS AND DOCUMENTS

COUNCIL RESOLUTION 2026-_56_

WHEREAS, the City of Avenal has undertaken the development and completion of the Avenal Community Sports and Recreation Center to provide recreational, community, emergency, heating and cooling, and other public services to residents of Avenal; and

WHEREAS, the City previously received Community Development Block Grant funding from the California Department of Housing and Community Development ("HCD") under Agreement No. 22-CDBG-NH-00050 in the amount of $3,746,264 for the Avenal Community Sports and Recreation Center; and

WHEREAS, the project has experienced increased construction and material costs, changes in project scope, engineering transitions, and other circumstances that have resulted in a remaining funding gap; and

WHEREAS, the City has continued construction and the project is now nearing substantial completion; and

WHEREAS, HCD has advised the City that it is evaluating the City's eligibility to receive additional Community Development Block Grant – Coronavirus ("CDBG-CV") funds for the Community Sports and Recreation Center and anticipates providing additional documentation and requirements if the City is determined eligible; and

WHEREAS, the exact amount, terms, and documentation associated with any potential additional CDBG-CV award have not yet been finalized by HCD; and

WHEREAS, the City Council desires to authorize City staff to promptly pursue, accept, and administer additional CDBG-CV funds that HCD may make available for the project and to avoid unnecessary delays in completing the Community Sports and Recreation Center and meet HCD’s deadline of December 31, 2026 to closeout the grant.

UPON MOTION OF COUNCIL MEMBER _____, SECONDED BY COUNCIL MEMBER _____, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL SPECIAL MEETING HELD ON **August 13, 2026**, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____ ATTEST: _____

Alvaro Preciado, Mayor
CITY OF AVENAL

KARLA CURIEL, Deputy City Clerk
CITY OF AVENAL

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

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL Hereby:

1. Found the Recitals above are found to be true and correct.

2. The City Council hereby authorizes the City to apply for and accept additional CDBG-CV funding that may be made available by HCD for the Avenal Community Sports and Recreation Center, subject to applicable program requirements and the determination of the City Manager that acceptance of such funding is in the best interests of the City.

3. The City Manager, or designee, is hereby authorized and directed, on behalf of the City of Avenal, to prepare, submit, negotiate, approve, execute, and administer any applications, Standard Agreements, amendments, funding agreements, certifications, budget revisions, reports, and other documents necessary or appropriate to obtain and administer such additional CDBG-CV funding.

4. The City Manager, or designee, is further authorized to make such non-substantive or administrative modifications as may be required by HCD; to provide assurances and certifications required by applicable State or federal law; and to take all actions reasonably necessary to implement the intent of this Resolution and complete the project.

5. Any funds received pursuant to this Resolution shall be used only for eligible costs associated with the Avenal Community Sports and Recreation Center and shall be administered in accordance with applicable HCD, CDBG-CV, State, and federal requirements.

6. The authority granted by this Resolution is intended to remain effective notwithstanding the timing of any subsequent municipal election or change in the composition of the City Council and shall remain in effect until rescinded or superseded by subsequent action of the City Council.

7. This Resolution shall take effect immediately upon its adoption.

8. Authorized the City Manager 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.

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

Award Notification Letter

Dear Kao Yang,

Congratulations! This is to inform you that your application is now awarded.

Project:	Avenal Community Sports and Recreation Center
Program:	CDBG - Non-Housing - OTC (2019)
Notification Date:	10/26/2023
Approval Date:	
Approved Amount:	$3,746,264.00

Federal Awards:	• ORG0042 CDBG - 2022: $3,746,264.00
	  ◦ Agency: U.S. Department of Housing and Urban Development
	  ◦ Fiscal Year: 2022
	  ◦ CFDA: 14.228
	
	Total Federal: $3,746,264.00

Total Match:	$0.00
Period of Performance:	12/01/2023 - 11/30/2026
Award/Contract Number:	22-CDBG-NH-00050
Ein:	94-2608273