BEFORE THE CITY COUNCIL OF THE CITY OF AVENAL

IN THE MATTER OF:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AVENAL ENTERING INTO AN AGREEMENT WITH JACOB S. MCAFEE FOR THE POSITION OF "FIRE CHIEF" FOR THE CITY OF AVENAL FIRE DEPARTMENT.

RESOLUTION 2026- 14

WHEREAS, on September 11, 2025, the City of Avenal established the Avenal Fire Department to provide local fire protection and emergency response services to the community; and

WHEREAS, the establishment of a municipal fire department requires experienced leadership to guide the organization during its development and operational growth; and

WHEREAS, the City Manager has selected Jacob McAfee to serve as Fire Chief of the Avenal Fire Department based on his extensive experience in fire and emergency services, organizational leadership, and training; and

WHEREAS, Jacob McAfee brings more than 25 years of experience in fire and emergency services, including service in the United States Marine Corps and leadership roles within multiple fire service organizations; and

WHEREAS, the City Manager negotiated an Employment Agreement with Jacob McAfee to serve as Fire Chief; and

WHEREAS, the agreement provides for a three-year term with the option for two additional one-year extensions, subject to mutual agreement; and

WHEREAS, the Employment Agreement has been reviewed and approved as to form by the City Attorney; and

WHEREAS, the City Council desires to approve the execution of the Employment Agreement.

UPON MOTION OF COUNCIL MEMBER PRECIADO, SECONDED BY COUNCIL MEMBER GAMEZ, THE FOLLOWING WAS PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL AT AN OFFICIAL MEETING HELD ON March 12, 2026, BY THE FOLLOWING VOTE:

AYES: **PRECIADO, GAMEZ, HERNANDEZ, REYNOSA.**

NOES: **VERDUGO.**

ABSTAIN: **NONE.**

ABSENT: **NONE.**

ALVARO PRECIADO, Mayor
CITY OF AVENAL

ATTEST:

MARIA ORTIZ, City Clerk
CITY OF AVENAL

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NOW THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL:

1. Found that the foregoing recitals are true;

2. Does hereby approve and authorize the City Manager to enter into an Agreement with Jacob S. McAfee for the position of Avenal Fire Chief commencing March 16, 2026 for a period as agreed upon and so designated by the attached Employment Agreement.

3. Authorized the City Manager, City Clerk 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.

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EMPLOYMENT AGREEMENT

This Agreement is made and entered into on the latest date set forth by signature below by and between the City of Avenal, California ("**CITY**") and **Jacob S. McAfee** ("**EMPLOYEE**") both of whom understand and agree as follows:

WHEREAS, CITY desires to employ the services of EMPLOYEE as Fire Chief, on a full-time basis;

WHEREAS, it is the desire of the CITY to provide certain benefits, to establish certain conditions of employment and to set working conditions for EMPLOYEE; and

WHEREAS, EMPLOYEE desires to accept employment as the Fire Chief for the City of Avenal under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1: Appointment and Duties.

A. Upon successful completion of EMPLOYEE's psychological and medical screenings, the City Council hereby appoints EMPLOYEE as the Fire Chief of the City of Avenal, to competently perform functions and duties of the Fire Chief as set forth in the City of Avenal Municipal Code, as it may be amended from time to time, in addition to any other functions and duties specified by State and federal law, CITY ordinance or resolution, CITY policies, operative job description or other directive, and to perform other legally permissible and proper duties and functions as the City Manager and the City Council shall assign from time to time, without additional compensation aside from the compensation provided for in this Agreement. Both parties acknowledge that the specific duties of the position may vary from time to time. EMPLOYEE must work exclusively for CITY and must not consult or accept concurrent employment or commercial business opportunity with any other person or entity without the prior written approval of the City Manager.

1. Notwithstanding the foregoing, EMPLOYEE may engage in limited professional teaching, speaking, or consulting activities outside of normal working hours, provided such activities do not conflict with EMPLOYEE's duties, create a conflict of interest, or interfere with the operations of the Fire Department, and are approved in advance in writing by the City Manager. Such activities shall be consistent with the professional development objectives of the CITY.

B. EMPLOYEE must devote his/her best efforts, full energy, skill, ability and productive time to the performance of his/her duties under this Agreement.

C. The operational control and supervision of the CITY's fire department shall be under the control of the Fire Chief. Pursuant to Avenal Municipal Code ("**AMC**") § 4-12.01, the Fire Chief shall direct the administration and operations of the fire department and, in

addition to policies transmitted to him/her by the City Manager, shall establish such other policies, directives, rules and regulations for the administration and operations of the fire department as he/she sees fit. However, from an organizational standpoint, and pursuant to AMC § 4-12.01(b), the City Manager shall be the immediate supervisor of the Fire Chief and the Fire Chief shall report directly to the City Manager and not to the City Council or individual members thereof, unless otherwise directed to do so by the City Manager or a duly enacted ordinance.

D. The EMPLOYEE shall be responsible for the supervision of a full service municipal fire department. EMPLOYEE's duties shall include, but are not limited to, the following:

1. Development and updating of a strategic Fire Chief succession plan for present and future incumbents of that public office;

2. Planning, organizing, coordination and implementation of all fire services, and all services incidental thereto;

3. Preparation and submission to the City Manager of a proposed department budget and grant applications as directed, and operation of the fire department within the annual budget as approved by the City Council and authorized by the City Manager;

4. Hiring, training and supervision of all fire department personnel, all terminations and filling of vacancies within the fire department must only occur with the express consent and approval of the City Manager, which must be in writing;

5. Supervision and control of all equipment and motor vehicles assigned to and held by the fire department;

6. Establishing uniforms, equipment and vehicle specifications and policies for the fire department;

7. Maintaining the discipline of fire department personnel; the development and issuing of orders, rules, regulations, policies and procedures, subject to the approval of the City Manager and consistent with CITY's ordinances, rules and regulations to the extent appropriate;

8. Provide fire department goals, objective, priorities, statistical reports and fire activities, as directed by the City Manager, to the City Council;

9. Maintain regular communication with, and provide written progress reports to, the City Manager as to all pending requests to the Fire Chief from the City Manager and City Council;

10. Coordinate with the City Manager an introduction to the City Council of all

new CITY fire officers, and an opportunity for them to be ceremonially sworn in at a City Council meeting with their loved ones present;

11. Coordinate with the City Manager a time to recognize, at a City Council meeting, individual CITY fire volunteers who have achieved a significant professional accomplishment;

12. Provide communications with the public, including the media, on matters relating to crime, fire activities and department policy;

13. Command all of the CITY's fire officers and serve as the CITY's chief fire enforcement officer; and

14. Perform other duties as required and appropriate for a Fire Chief in a small fire department located in a small rural community such as the City of Avenal.

Section 2: Term of Agreement.

A. This Agreement shall be effective commencing on **March 16 , 2026**, and the term of this Agreement shall automatically expire at the end of the calendar day (11: 9:59 P.M. local time) on **March 16 , 2029**. If a new Fire Chief is not yet selected or sworn in, the CITY shall have the option to extend the term of this Agreement for an additional two (2) years, provided that written notice of the extension is provided to EMPLOYEE no later than sixty (60) days before end of the term or extended term.

B. Nothing in this Section shall prevent, limit, or otherwise interfere with the right of the CITY to terminate the services of EMPLOYEE at any time, subject only to the provisions set forth in this Agreement.

C. Nothing in this Section shall prevent, limit or otherwise interfere with the right of the EMPLOYEE to resign at any time from his/her position with the CITY, subject only to the provisions set forth in this Agreement.

Section 3: Compensation and Benefits.

A. CITY agrees to pay EMPLOYEE, for his/her services rendered under this Agreement, a *gross* annual base salary of one hundred thirty-five thousand U.S. dollars ($135,000 USD) per year. 10% salary adjustment shall take effect upon the Fire Department becoming fully operational and providing primary emergency response services within the City without reliance on an outside agency. Salary shall be earned and payable on a pro rata basis at the close of each pay period, and paid to EMPLOYEE at the same times, and in the same manner, as full-time salaried employees of the CITY are paid, and shall be subject to all applicable taxes and withholdings, which may include without limitation Social Security, FICA and employee contributions for the Public Employee Retirement System ("**PERS**"). In addition to base salary, EMPLOYEE shall be eligible to qualify for all of CITY's differential pay incentives, including but not limited to Bilingual Skills Differential pay.

B. The parties agree that EMPLOYEE shall be responsible for the employee portion of contributions which are required by applicable laws, benefits providers and retirement plans, including without limitation those for Social Security and PERS, and the CITY shall be responsible for the corresponding employer contributions.

C. **Benefits**:

(i) General: The parties agree that EMPLOYEE shall be entitled to paid administrative leave, paid sick leave, paid holiday leave, life insurance, employer PERS contributions as provided under this Agreement, and such other benefits, stipends and allowances provided hereunder. EMPLOYEE agrees to be responsible for each and all individual income tax consequences resulting from CITY's payment of EMPLOYEE's benefits, including but not limited to and all financial stipends and allowances received by EMPLOYEE. All paid and unpaid leaves may be used at the discretion of EMPLOYEE with the prior written approval of the City Manager.

(ii) PERS: EMPLOYER shall provide the Public Employees Retirement System (**PERS**) retirement to EMPLOYEE. EMPLOYER shall pay the entire employer and employee contribution to PERS to maintain the 2.7% at 57 program, subject to approval by PERS. If at any time, and for any reason, EMPLOYEE is required to pay any portion of his/her retirement contributions, CITY will equitably adjust EMPLOYEE's salary to reimburse EMPLOYEE.

(iii) Health Insurance: CITY shall pay all premiums for EMPLOYEE to receive a Healthcare Program, Dental Plan and Vision Plan for EMPLOYEE and EMPLOYEE's qualifying dependents, in accordance with the rules and regulations governing those insurance plans under the CITY's contract for the same. The EMPLOYEE shall not be entitled to receipt of any cash equivalent amount representing the cost of these benefits.

(iv) Laptop Computer: Employee shall be issued a CITY laptop with limited remote access to his working files (without remote access to law enforcement or other sensitive or regulated databases).

(v) Vacation Leave: EMPLOYEE shall accrue paid vacation leave at the applicable rate prescribed by the City Council's paid vacation accrual policy, as amended from time-to- time, which is generally applicable to all CITY employees. Accrual of vacation leave shall be capped and shall not under any circumstances exceed three hundred twenty (320) hours. When necessary to avoid exceeding such maximum accrual limit, the EMPLOYEE shall be allowed to cash-out an amount of accrued vacation time up to that which amount which accrued during the preceding twelve (12) month period, provided that EMPLOYEE submits a timely written request, prior to exceeding the aforementioned accrual cap. Vacation leave may be taken with the approval of the City Manager and consistent with policies of the CITY. Upon the signing of this Agreement and initial hiring, eighty (80) hours of vacation leave shall be borrowed by EMPLOYEE and become immediately available for use by EMPLOYEE, and shall be reflected as a negative accrued balance.

(vi) Administrative Leave: Upon written approval by the City Manager, EMPLOYEE

may borrow up to the amount of EMPLOYEE's annual allotment of eighty (80) hours of general administrative leave, minus any administrative leave which has already accrued, whenever EMPLOYEE has not yet accrued sufficient administrative leave to use. Unused administrative leave shall not be carried forward from calendar year to calendar year.

(vii) Sick Leave: EMPLOYEE shall accrue paid sick leave at the applicable rate prescribed by the City Council's paid sick leave accrual policy, as amended from time-to-time, which is generally applicable to all CITY employees. Accrual of sick leave shall be capped and shall not under any circumstances exceed three hundred twenty (320) hours. In the event the EMPLOYEE's employment with CITY terminates, EMPLOYEE shall not be entitled to payment for unused sick leave. In the event the EMPLOYEE retires without any disciplinary action pending, EMPLOYEE shall still not be paid out any accrued and unused sick leave, but if permitted by PERS the same shall be counted as service credit, and/or in such manner which is consistent with the CITY's then-existing policy, which may be amended from time to time. Upon the signing of this Agreement, eighty (80) hours of sick leave shall be immediately available to EMPLOYEE.

(viii) Holiday Leave: EMPLOYEE shall accrue paid holiday leave at a rate of eight (8) hours for each holiday recognized by the CITY, plus two (2) personal holidays. This time shall accrue without limit. In the event the EMPLOYEE terminates employment with the CITY, EMPLOYEE shall be paid out for all unused accrued holiday leave at EMPLOYEE's rate of pay at the time of separation, or in such manner which is consistent with the CITY's then-existing policy, which may be amended from time to time.

(ix) Cellular Telephone: EMPLOYEE shall be issued a City provided cellular device, with service paid for by the City.

(x) Tuition Reimbursement: This contribution shall only be provided in accordance with terms of a citywide employee benefits policy(ies), if any, as updated from time to time. As of the date of this Agreement, this citywide benefit was repealed and may be re-established in the future.

(xi) Automobile Benefit: So long as EMPLOYEE maintains a valid driver's license, EMPLOYEE may utilize a CITY automobile in order to commute to and from work, and for work purposes. Said vehicle shall be insured, repaired and otherwise maintained at the CITY's expense. The value of said benefit shall not count in any computation towards the PERS retirement program and no cash equivalent shall be paid to EMPLOYEE if he/she shall decline this benefit.

D. **Performance, Salary and Informal Evaluations**: The City Manager shall review and evaluate the performance and salary of the EMPLOYEE at least once annually, on or about the EMPLOYEE's employment anniversary and/or at such other mutually agreed time(s). Additionally, during the first year of this Agreement, the EMPLOYEE shall be entitled to initiate and obtain an informal performance evaluation approximately one hundred eighty (180) days after the EMPLOYEE begins his/her employment hereunder. If satisfied with EMPLOYEE's performance, CITY shall have the right, in its sole and absolute

discretion, to either award a salary increase or decline to award such an increase.

Section 4: At-Will Employment.

A. EMPLOYEE understands and expressly agrees that EMPLOYEE has no constitutionally protected property or other interest in his/her employment as Fire Chief. EMPLOYEE understands and expressly agrees that EMPLOYEE serves at the will and pleasure of the City Manager pursuant to Avenal Municipal Code § 4-12.01 and that EMPLOYEE may be terminated or asked to resign at any time, with or without cause, subject to the terms of this Agreement.

B. Resignation: EMPLOYEE must give the CITY at least sixty (60) days prior written notice if EMPLOYEE voluntarily resigns from the Fire Chief position prior to expiration of this Agreement. The parties agree that this is a material term of this Agreement.

C. Termination Without Cause: The CITY may without cause terminate EMPLOYEE upon thirty (30) days written notice. At the end of said thirty (30) day period, EMPLOYEE's service to the CITY shall automatically terminate. EMPLOYEE shall be allowed to use accrued vacation, not to exceed ten (10) working days, during said thirty (30) calendar day notification period. If separation hereunder occurs within the first twelve (12) months of this Agreement, EMPLOYEE shall thereupon be entitled to receive a lump sum severance pay equal to twelve (12) months base salary only (i.e. without any benefits or other upward adjustments), plus any salary earned as of the final date of employment, and accrued vacation leave. If separation without cause occurs any time after the first twelve (12) months of this Agreement, then severance pay shall be the same, except that the base salary component shall instead be eight (8) months. Upon payment of said lump sum, all other obligations of both CITY and EMPLOYEE under this Agreement shall cease. Notwithstanding the foregoing, the limits of Government Code § 53260(a) shall be complied with to the extent applicable.

D. Termination After Election: The CITY may not terminate EMPLOYEE without cause during the ninety (90) day period following any municipal election in which any new member of the City Council is elected and sworn in.

E. Termination for Cause: Notwithstanding any other provision of this Agreement, CITY may terminate this Agreement for cause upon ten (10) days written notice to EMPLOYEE. For the purposes of this Agreement, cause is defined as follows: (a) The arrest or conviction of EMPLOYEE for any illegal act involving personal gain to him/her, sexual misconduct and/or any felony; (b) Abuse of non-prescription controlled substances or alcohol which materially affects or carries the potential to materially affect the performance of the EMPLOYEE's duties; (c) Repeated or protracted unexcused absences from the Fire Chief's public office and duties; (d) Any unlawful conduct which results in a substantial risk of exposure to civil liability to the CITY; or (e) Breach of any obligation imposed by this Agreement. At the end of said 10-day notice period, the EMPLOYEE's services shall terminate and all further obligations of both EMPLOYEE and CITY under this Agreement shall cease. Any termination pursuant to this subsection shall not prejudice any other remedy

to which the CITY may, either at law, in equity or under this Agreement, be entitled.

Section 5: Hours of Work.

A. EMPLOYEE shall commence work under this Agreement on MONDAY **March 16, 2026** . The Fire Chief position is an exempt employee position and EMPLOYEE is expected each month to engage in a sufficient number of hours of work necessary to competently fulfill the obligations of the Fire Chief position. Though the Fire Chief position does not have a particular set of hours of work, the Fire Chief must be available at all reasonable times, including at any hour of the day or night during any emergency or other exigency which arises.

B. Unless excused by the City Council or the City Manager, EMPLOYEE or a high ranking designee thereof is expected to attend each and all City Council meetings, including special meetings. Regular City Council meetings are presently scheduled for the evening on the Second (2nd) and Fourth (4th) Thursday of each month. The schedule of meetings may be amended from time to time.

C. Except for the meetings of the City Council, EMPLOYEE must carry out his/her employment duties primarily during normal business/office hours as set by the City Manager, City Council, local ordinance, State law or applicable grant funding requirements. As of the date of this Agreement, the City Manager has authorized a weekly schedule for EMPLOYEE as mutually agreed. However, within such weekly schedule, EMPLOYEE must establish a regularly occurring in-person presence within the City of Avenal during their working hours, except as otherwise specifically approved by the City Manager.

Section 6: Payment of Expenses of Employment.

The CITY shall pay the following usual and customary employment expenses.

A. Professional Development: CITY agrees to budget and pay the professional dues, subscriptions, travel and other business expenses of the EMPLOYEE reasonably necessary for his/her continuation and participation in national, regional, State and local associations and organizations selected by the City Manager, including the California Fire Chiefs Association, Kings County Fire Chiefs, League of California Cities and similar organizations, necessary and desirable for his/her continued professional participation, growth and advancement, and for the benefit of the CITY. Notwithstanding the foregoing, CITY shall have the sole and exclusive discretion as to which items noted in this paragraph shall be paid by CITY.

B. In addition, CITY agrees to appropriate within the fire department budget a sum of One-Thousand U.S. dollars ($1,000.00 USD) dollars for EMPLOYEE to purchase uniforms and clothing to be worn while performing the duties of Fire Chief. A uniform allowance for the remainder of the contract shall be negotiated between EMPLOYEE and the City Manager, and approved by the City Council. CITY agrees to appropriate an amount to be agreed upon between EMPLOYEE and the City Manager for standard safety equipment purchases.

C. The cost of any fidelity or other bonds or equivalent required by law for the Fire

Chief.

D. The cost to defend and indemnify EMPLOYEE to the extent required by California law, as provided by the California Tort Claims Act [Government Code §§ 810 et seq.] in Government Code §§ 825-825.6 and/or 995-995.6, or otherwise.

Section 7: Notice.

A. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid, with either return-receipt requested or delivery confirmation, and addressed as follows:

CITY:

Mayor and City Clerk
CITY OF AVENAL
919 Skyline Boulevard
Avenal, California 93204

With A Copy To:

Moses Diaz, City Attorney
PUBLIC INTEREST LAW FIRM
A Professional Corporation
2924 West Main Street
Visalia, California 93291
559-900-3500
559-900-3555 – Fax

EMPLOYEE:

Jacob McAfee
(Address provided by employee is on file)

B. Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth (5th) day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

Section 8: General Provisions.

A. **Entire Agreement Represented**: This Agreement represents the entire agreement between EMPLOYEE and CITY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties and without expressly and specifically referencing an intent to supersede or otherwise amend this Agreement.

B. **Conflict With Laws or Regulations/Severability**: If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be

terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

C. **Attorneys' Fees**: If any legal action or proceeding is brought to enforce or interpret this Agreement, the prevailing party, as determined by the court, shall be entitled to recover from the other party all reasonable costs and attorney's fees, including such fees and costs as may be incurred in enforcing any judgment or order entered in any such action.

D. **Waivers**: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

E. **Representation by Legal Counsel**: The parties acknowledge and agree that they were, or had a reasonable opportunity to be, represented individually by legal counsel with respect to the matters which are the subject of this Agreement and that, either way, they are now fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

F. **Construction**: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

G. **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of the State of California. EMPLOYEE agrees to perform this Agreement in accordance with all applicable federal, State and local laws. EMPLOYEE and CITY agree that this Agreement is deemed to be entered into in Avenal, California, and that venue for any dispute between the parties shall be in Kings County, California.

H. **Headings**: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

I. **Assignment**: Unless otherwise provided in this Agreement, CITY is relying upon the personal skill, expertise, training and experience of EMPLOYEE and no part of this Agreement may be assigned or subcontracted by EMPLOYEE without the prior written consent of CITY. Any attempted assignment shall be null and void.

J. **No Third-Party Beneficiaries Intended**: Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity other than a signatory hereto with any benefit or enforceable legal or equitable right or remedy.

IN WITNESS WHEREOF, the City Council of the City of Avenal has authorized its City Manager to sign and execute this Agreement on behalf of the CITY, as set forth below, and EMPLOYEE has fully reviewed, signed and executed this Agreement. By affixing their signatures below each of the parties indicate that each agrees to be deemed to have read and

understood the Agreement, and shall abide by the terms stated herein.

[SIGNATURES ON NEXT PAGE]

Date: 16/03/2026

Antony V. López

Antony V. López, City Manager

Date: 16/03/2026

Jacob Steven McAfee

Jacob S. McAfee

APPROVED AS TO FORM:

/s/ Moses Diaz 3/17/2026

Moses Diaz, City Attorney

Signature: Jacob S. McAfee
Jacob S. McAfee (Mar 19, 2026 23:22:03 PDT)

Email: jacobmcafee@yahoo.com

Signature: Antony N. López

Email: alopez@cityofavenal.gov

Signature: Moses Diaz
Moses Diaz (Mar 17, 2026 16:17:49 PDT)

Email: mdiaz@centralvalleylegal.com