AGREEMENT FOR
COUNTY FIRE SERVICES
WITHIN THE CITY OF AVENAL

THIS AGREEMENT ("Agreement") is made and entered into and effective this 24th day of June 2025, by and between the **County of Kings**, a political subdivision of the State of California ("County") and the **City of Avenal**, a California municipal corporation ("City"), upon the following terms and conditions.

R E C I T A L S

A. The County and the City have for many years enjoyed a relationship whereby the County provides fire services within the incorporated areas of the City of Avenal.

B. This Agreement supersedes any prior agreement relating to fire services provided by the County to the City and establishes a comprehensive four-year service arrangement with defined compensation, responsibilities, and performance standards.

C. The City recognizes that providing fire services within City boundaries requires significant County resources, including personnel, equipment, facilities, administrative support, and assumption of service-related liabilities, the City therefore agrees to provide additional compensation to the County as set forth in this Agreement.

D. Under this Agreement, the County will provide fire services including two full-time fire staff positions (Fire Captain, Fire Apparatus Engineer), operational expenses for the fire station, and administrative and operational support staff, with compensation increasing over successive years.

E. The County will maintain operational control over all aspects of fire service delivery by its personnel, including personnel management, discipline, service standards, and operational procedures, while ensuing that services levels do not fall below those provided during the 2023-2024 fiscal year.

F. In order to confirm the details of this contractual relationship and establish clear rights, responsibilities, and compensation arrangements for the provision of fire services by the County within the incorporated areas of the City, the County and City enter into this Agreement as set forth, below.

1. POWERS AND DUTIES OF COUNTY.

A. Enforcement Responsibilities. The Fire Chief of the County of Kings shall enforce State and City statutes and ordinances relating to fire prevention and protection,

including enforcement of laws pertaining to illegal fireworks, and shall provide services for emergency medical response, rescues, hazardous materials responses, and fire investigation functions within the City's boundaries, but only to the extent that the Fire Chief performs the same or substantially similar services in the County. The Fire Chief shall not be required to assume any other enforcement duty or function not consistent with those customarily performed by the Fire Chief under County customs, ordinances, and statutes of the State of California.

B. Resources. Except in regards to stationery supplies and forms which must be issued in the name of the City, the County shall furnish all labor, supervision, equipment, facilities, and supplies necessary to maintain a level of services meeting the minimum requirements agreed to between City and County. The County shall not reduce said level of resources and services below that which was provided during the 2023-2024 fiscal year. In all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

The County and the City shall retain exclusive ownership of all equipment, vehicles, supplies, and other tangible property that such party purchases or otherwise acquires using its own funds for the purpose of performing its respective obligations under this Agreement. Upon termination or expiration of this Agreement, each party may dispose of its owned property through sale, transfer, or other disposition without restriction. Neither party shall acquire any ownership interest in property purchased or owned by the other party, regardless of whether such property is used in the performance of services under this Agreement.

Notwithstanding the foregoing, if the County provides notice of cost overruns pursuant to Section 2.C and the parties are unable to reach agreement on appropriate compensation adjustments within the timeframes specified in Section 2.C, the County's obligation to maintain the specified level of resources and services shall be suspended until such time as adequate compensation arrangements are established or this Agreement is terminated in accordance with Section 3.

C. Municipal Agency. For the sole purpose of performing services and functions pursuant to this Agreement, and only for the purpose of giving official status to the performance thereof, the Fire Chief of the Kings County Fire Department, and the officials, officers, employees, and volunteers of the County Fire Department, shall exercise within the City all of the powers and duties conferred upon a city fire chief and city fire department personnel, and, *subject to the limitations set forth in paragraph 1.E below*, every County officer, employee, and volunteer engaged in performing any such service and function shall be deemed to be an officer, employee, or volunteer of the City while performing services and functions for the City to the extent such services and functions are within the scope of this Agreement and are municipal functions.

D. Control of Services. The rendition of such services, the standards of performance, the discipline of officers, employees, and volunteers, and other matters incident to the performance of such services, and the control of personnel so employed, shall remain with the County; provided, however, that, if in the judgment of the City Manager or City Council, any Fire Department officer, employee, or volunteer assigned to duty under this Agreement is not satisfactory to the City, the City Manager may so notify the Fire Chief in writing and within thirty (30) days of receipt of such a written notification, the Fire Chief shall respond in writing thereto.

E. Personnel. All persons employed in the performance of such services and functions as contemplated by this Agreement shall be County employees or volunteers, and no person employed hereunder shall have any rights to any City benefit, pension, civil service, status, or right of employment.

(1) City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for the City.

(2) County shall be solely responsible for the payment of any salaries, wages, and compensation of, or indemnity for, injury or sickness arising out of said employment or volunteer relationship.

(2) City shall not be liable for compensation of or indemnity to any County officer, employee, or volunteer for injury or sickness arising out of such employment.

F. Citizen Complaints. All citizen complaints from City residents regarding services provided pursuant to this Agreement shall be investigated and resolved by the County through its normal review procedures. City acknowledges that any complaint review and investigation is a confidential personnel matter the results of which shall only be disclosed according to County policy and applicable law.

G. Service Reports. The City Manager, upon request, shall have access to reports and applicable County records, or unrestricted portions thereof, pertaining specifically to fire suppression and prevention services provided under this Agreement within the City, subject to all applicable local, state and federal laws. Such access shall explicitly exclude any medical records, patient information, or other data protected under the Health Insurance Portability and Accountability Act (HIPAA) and related privacy regulations. Access shall be limited to operation, administrative, and incident reports related to fire suppression and prevention activities that are not otherwise restricted by law. Further, the Fire Chief or the Fire Chief's designated representative upon request shall attend regular City Council meetings and shall be prepared to respond to questions by the City Council regarding the services provided pursuant to this Agreement. Reports to be automatically provided to the Office of the City Manager under this Agreement, without the need for any City request, shall include the following which must be provided

within ten (10) business days after the end of each calendar month, in a manner that complies with all applicable local, state, and federal laws. In the event that circumstances beyond the County's reasonable control prevent timely delivery within the specified timeframe, the County may request additional time as necessary, provided that written notice (including email) of such delay and the anticipated delivery date is provided to the City Manager within the original ten (10) business day period.

i. Incident Tracking: A report disclosing instances when County personnel assigned to Avenal responded to incidents outside the city limits of Avenal, including the general location and nature of such responses. The report shall identify when move-up personnel or alternative coverage arrangements were implemented to maintain fire protection services within Avenal during such deployments. The County acknowledges that Avenal is designated as a core station and commits to making every reasonable effort to provide immediate coverage when assigned crews become committed to incidents outside the city boundaries.

ii. Service Report: County must submit copies of incident and service reports for Avenal-related responses to the Office of the City Manager, limited to those reports or portions thereof that are allowable under applicable local, state, and federal law and that are not subject to confidentiality restrictions. Such submission shall exclude any reports, records, or portions thereof that contain medical information, patient data, or other materials subject to non-disclosure requirements under the Health Insurance Portability and Accountability Act (HIPAA) or other applicable privacy regulations. Only unrestricted reports and unrestricted portions of reports that do not violate confidentiality or privacy laws shall be provided under this requirement.

iii. Monthly Incident Reports: County must provide a monthly general call log report for all incidents within Avenal city limits wherein County provided services under this Agreement. The call log shall include the date, time, incident type or category, and location of each response or service call, along with corresponding response times. The report shall also include documentation of any canceled calls within the city limits during the reporting period.

iv. Structure Fire Detail Reports:
For each structure fire within Avenal city limits, a report which includes each and all of the following:

a. Type of structure involved;
b. Time the service call was received by the dispatcher and also the relevant fire personnel within Avenal;
c. Time when County accomplished control over the fire;
d. Number of fire engines and personnel dispatched to the fire; and
e. Initial response time and total duration at the incident scene.

H. ISO Compliance Review: County shall provide the current Insurance Services Office (ISO) rating for the City of Avenal and shall furnish any updated ISO reports or rating changes to the City Manager as they become available. The County acknowledges that ISO conducts community reviews on a five to seven-year cycle for insurance rate assessment purposes, and annual reviews are not available through the ISO system. All ISO ratings and reports provided under this provision shall be made available to the public for transparency with Avenal residents.

2. CONSIDERATION – CITY'S ANNUAL OBLIGATION.

A. The City shall pay to the County the following amounts for the term of the agreement which includes two full-time fire staff (Fire Captain, Fire Apparatus Engineer) (commonly referred to as 2-0 staffing), operational expenses for the fire station, and administrative and operational support staff:

- FY24/25: $450,000.00
- FY25/26: $1,096,310.28
- FY26/27: $1,125,882.00
- FY27/28: $1,156,236.36

B. The City shall pay the above annual sum in equal quarterly installment payments, which shall be due on September 30th, December 31st, March 31st, and June 30th of the Fiscal Year. In the event that compensation is adjusted pursuant to Section 2.C during a fiscal year, the adjusted quarterly payments shall take effect beginning with the next quarterly payment due date following execution of the written amendment, with any retroactive adjustments to be paid within thirty (30) days of such amendment.

C. In the event that the County's Actual costs for providing fire services to the City in any fiscal year exceed the annual compensation amount specified in Section 2.A by more than ten percent (10%), the County may provide written notice to the City documenting such cost overrun within sixty (60) days after the end of the applicable fiscal year. Upon receipt of such notice, the City Manager and the County Administrative Officer shall meet within thirty (30) days to review in good faith the documented cost increases and their underlying causes. The parties shall work collaboratively to identify whether such cost increases result from factors including but not limited to inflation exceeding anticipated levels, changes in labor costs, increased insurance or workers' compensation expenses, regulatory compliance requirements, or enhanced service demands. If the parties determine that the cost increases are reasonable and necessary for maintaining the agreed-upon level of services, thy shall negotiate in good faith regarding an appropriate adjustment to the compensation amount for the remainder of the Agreement term. Any compensation adjustment agreed upon by the parties shall be memorialized through a written amendment to this

Agreement executed in accordance with Section 5.I. The County's obligation to continue providing services during the negotiation period shall not be affected, provided that such negotiations are concluded within ninety (90) days after the initial meeting.

3. TERM OF THE AGREEMENT.

The County will provide fire services to the City under this Agreement for a period of four (4) years, which shall commence on July 1, 2024, unless terminated by either party.

Either party may terminate this Agreement without cause upon no less than ~~six~~ one (1~~6~~) ~~months~~ year written notice. A party may terminate this Agreement for cause, effective immediately, upon written notice. Written notice of termination of this Agreement must be given to the other party by personal delivery or registered mail as set forth below.

Upon termination, the City shall be responsible for any and all unpaid amounts owed to the County for fire services performed up to and including the date of termination. Such payments shall be due to the County no later than thirty (30) days after the date of termination.

Either party's inability or unwillingness to negotiate in good faith regarding cost adjustments under Section 2.C may constitute grounds for termination for cause under this section.

4. INDEMNIFICATION.

The County shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from loss, damage, or injury to any person or property, or for reason of anything done, permitted to be done, or omitted to be done by Fire Department personnel in providing or failing to provide fire suppression and prevention services to the City or caused by the gross negligence or intentional misconduct of Fire Department personnel in providing or failing to provide fire suppression and prevention services to the City.

5. MISCELLANEOUS PROVISIONS.

A. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California. It is expressly agreed and understood that the rule stated in Civil Code Section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the interpretation of this Agreement.

B. Severability. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision shall

be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

C. Entire Agreement. This Agreement, including its Recitals and any exhibits, which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions, or obligations made or entered into by the County or City other than those contained herein.

D. Good Faith Negotiation. The parties will use their best efforts in good faith to cooperate in fulfilling the terms of this Agreement. Should a dispute arise between the parties regarding administration of this Agreement or the services to be provided hereunder, the Administrative Officer of the County and City Manager of City, shall meet in an attempt to resolve the issue. Cost overrun disputes shall be addressed exclusively through the procedures established in Section 2.C.

E. Waiver. The waiver by any party of a breach of any provision of this contract shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement. Further, no waiver of any term, condition, or covenant of this Agreement by either party shall be deemed as a waiver of any other term, condition, or covenant herein contained to the strict and proper performance thereof.

F. No Third-Party Beneficiary. No person or organization shall be a third-party beneficiary of this Agreement.

G. No Assignment. Neither party to this Agreement may assign its rights, privileges, benefits, or responsibilities hereunder to any other party without the express prior written authorization of the other party to this Agreement.

H. Notice. Any and all inquiries and notices with respect to this Agreement may be given personally or by registered mail addressed to County or City at the following address:

City of Avenal
City Manager
919 Skyline Blvd
Avenal, CA 93204

Kings County
County Administrative Officer
1400 W. Lacey Blvd. Building 1
Hanford, CA 93230

Either party may change the address to which the notices shall be sent by advising the other party in writing of the change. Nothing herein shall preclude the giving of any notice by personal service to the other party.

I. Alterations and Modifications of Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the

parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Notwithstanding, this Agreement may be modified by a written amendment signed by the authorized representatives of the City and the County.

J. Captions and Headings. The caption or heading of each article of this Agreement is inserted as a matter of convenience and reference only and in no way defines, limits, or describes the scope of the Agreement or in any way affects it.

K. Copies of Agreement. This Agreement may be executed in counterparts, each of which shall be deemed a duplicate original.

6. AUTHORITY.

A. Legal Authority. Government Code Section 36501 provides that the government of a general law city shall be vested in the officers therein named and includes the designation of fire chief. Government Code Section 38611 provides that the legislative body of a general law city shall establish a fire department for the city, and that said fire department shall be under the charge of a chief who shall have had previous training and experience as a firefighter, and that the other members of said fire department shall consist of paid firefighters or such companies of call firefighters (hereinafter "volunteers") as the legislative body may determine. Government Code Section 51301 authorizes the Board of Supervisors to contract with a city within the county and authorizes the city legislative body to contract with the county for the performance of city functions by appropriate county officers and employees. Government Code Section 51303 provides in part that: "The county officers and employees named in the contract shall exercise within the city all of the powers and duties conferred upon the city officers or employees named in the contract."

B. Fire Chief. The City and County desire that the functions of the Chief of the Fire Department of City shall be performed by the Chief of the Fire Department of County acting as the Fire Chief of City.

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SIGNATURES ARE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

"County"	"City"
_____	_____
Doug Verboon, Chairman Kings County Board of Supervisors	Alvaro Preciado, Mayor City of Avenal
ATTEST:	ATTEST:
_____	_____
Catherine Venturella, Clerk Board of Supervisors	Maria Ortiz City Clerk
Approved as to Legal Form Laurie Avedisian-Favini, County Counsel	Approved as to Legal Form
_____	_____
Robert Lomeli Deputy County Counsel	Moses Diaz City Attorney

RISK MANAGEMENT APPROVED AS TO INSURANCE

By: _____
Sarah Poots, Risk Manager

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