



# Board Agenda Item 39

DATE: August 5, 2025

TO: Board of Supervisors

SUBMITTED BY: John Zaroni, Sheriff-Coroner-Public Administrator

SUBJECT: Retroactive Agreement with Fig Garden Police Protection District for Law Enforcement Services

## RECOMMENDED ACTION(S):

**Approve and authorize the Chairman to execute a retroactive revenue Agreement with the Fig Garden Police Protection District (FGPPD) for law enforcement services within FGPPD's boundaries, effective July 1, 2025, not to exceed five consecutive years, which includes a three-year base contract and two optional one-year extensions, not to exceed \$2,827,961.**

Approval of the recommended action will provide for continuation of law enforcement services to the FGPPD with a minimum of two full time equivalent (FTE) Deputy Sheriff positions. There is no Net County Cost associated with the recommended action. This item pertains to locations in District 2.

## ALTERNATIVE ACTION(S):

If your Board does not approve the recommended action, the Sheriff's Office would be required to discontinue providing these specified services to the FGPPD due to loss of funding, and would have fewer Deputy Sheriff hours available to respond to calls for service in FGPPD's boundaries.

## RETROACTIVE AGREEMENT:

The recommended agreement is retroactive due to the length of time required for negotiation and approval of the agreement. The signed agreement was received from the FGPPD on July 16, 2025.

## FISCAL IMPACT:

There is no additional Net County Cost associated with this action. The recommended agreement will provide \$463,199 in revenue for FY 2025-26 from the FGPPD for services provided by a minimum of two FTE Deputy Sheriffs on various shifts for up to 1,691 hours per FTE Deputy Sheriff at the fiscal year adopted MSF adopted rate. This revenue agreement will be for five consecutive years, which includes a three-year base contract and two optional one-year extensions. MSF rate for FY 2025-26 has not been updated and the calculation below has been done with MSF adopted rate for FY 2024-25 and until the rate is updated the rate will be \$136.96 for Deputy Sheriff III and will be increased by an estimated 10% each fiscal year beginning FY 2025-26 as follows:

• FY 2025-26	3,382 hours @ 136.96	=	\$463,199
• FY 2026-27	3,382 hours @ 150.66	=	\$509,532
• FY 2027-28	3,382 hours @ 165.73	=	<u>\$560,499</u>
Subtotal three-year base contract			\$1,533,230

•	FY 2028-29	3,382 hours @ 182.30	=	\$616,539
•	FY 2029-30	3,382 hours @ 200.53	=	<u>\$678,192</u>
	Estimated overall total			\$2,827,961

In addition, the recommended agreement allows for overtime at the request of the FGPPD (maximum of 1,560 hours at the fiscal year adopted MSF for each year).

On October 22, 2024, your Board approved the first hearing of the MSF rates as recommended with revised amounts for Deputy Sheriff rates regular and overtime. On December 3, 2024, your Board approved the amendment to the MSF rates as recommended during the first hearing.

The Sheriff-Coroner-Public Administrator's FY 2025-26 Recommended Budget for Org 3111 contains sufficient appropriations and estimated revenues to cover these costs. Sufficient appropriations and estimated revenues will also be included in future budget requests.

#### DISCUSSION:

The Sheriff's Office has provided contracted law enforcement services to the FGPPD since 1986. The agreement for law enforcement services has been beneficial to both the Fig Garden area and the Fresno County Sheriff's Office. The residents in the Fig Garden area in Fresno County have experienced a significantly improved sense of security and realized a reduction in victimization.

On March 10, 2020, your Board approved Agreement #20-101 to continue law enforcement services to the FGPPD from July 1, 2019 through June 30, 2024. Approval of the recommended action will allow the Sheriff's Office continued flexibility to staff the FGPPD with multiple Deputies as needed while maintaining a minimum service level of two FTE Deputy Sheriff positions. The Sheriff's Office will use the labor distribution system to track these contracted services and ensure that the contract maximum is not exceeded.

The recommended agreement provides that if and when the MSF is amended, changed, or revised, the new rate will automatically be incorporated into the Agreement and will become the new rate to be paid by FGPPD from the effective date of the rate change forward.

The recommended agreement contains mutual indemnification provisions, which is common in the County's agreements with other public entities.

#### REFERENCE MATERIAL:

BAI # 34, December 3, 2024  
BAI # 8, October 22, 2024  
BAI # 31, March 10, 2020

#### ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - Agreement with FGPPD

#### CAO ANALYST:

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