



# Board Agenda Item 28

DATE: August 19, 2025

TO: Board of Supervisors

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

SUBJECT: Penal Code 290 South Annex Jail Facility Shared Use License Agreement with the City of Fresno

RECOMMENDED ACTION(S):

**Approve and authorize Chairman to execute a Retroactive Agreement with the City of Fresno for the shared use of office area within the South Annex Jail effective July 1, 2025, through June 30, 2030, which includes a three-year base contract and two optional one-year extensions, total not to exceed \$100,000.**

The recommended action will allow the County of Fresno, through the Sheriff's Office (FSO), and the City of Fresno, through the Fresno Police Department (FPD), to enter into a license agreement to continue the consolidated services for the identification, registration, and monitoring of subjects regulated under the provisions of California Penal Code (PC) Section 290 (Sex Crime Registrants). The County agrees to share the use of office area of the South Annex Jail during the term of the recommended agreement. The County and City will share in the ongoing costs of a specified portion of the facility, with the City paying \$20,000 to the County per year. This item pertains to a location in District 3.

ALTERNATIVE ACTION(S):

Your Board may choose not to approve the recommended action, thereby impacting the consolidated effort to continue these services for the monitoring of Sex Crime Registrants in the County of Fresno and City of Fresno.

RETROACTIVE AGREEMENT:

The recommended agreement is retroactive due to the length of time required for negotiation and approval for the continue shared use and relocation from the Satellite Jail Facility office to the South Annex Jail located on the southwest corner of Fresno and M Street with the City of Fresno. The City of Fresno approved the recommended agreement on July 22, 2025.

FISCAL IMPACT:

There is no increase in Net County Cost associated with the recommended action. All ongoing costs of the operation will be proportionately shared between the FSO and the FPD. These costs will be paid by the FSO, with an equally proportional reimbursement invoiced to the FPD each quarter. The City's anticipated share of costs for this operation is estimated at approximately \$20,000 per year. These costs will be included in the Sheriff-Coroner-Public Administrator's Org 3111 FY 2025-26 Recommended Budget and future budget request.

The ongoing costs are going to be proportionally shared between the Sheriff's Office (40%) and the FPD (60%). These percentages were calculated based on the square footage that is being utilized by each agency. These costs include PG&E, water, garbage, telephone, janitorial, pest control, and alarm monitoring. During the recommended agreement term, costs for these expenses will be invoiced to the FPD at the rate of \$5,000 per quarter, or \$20,000 per year.

DISCUSSION:

On June 23, 2020, your Board approved an agreement with the City of Fresno to continue to consolidate the processing of Sex Crime registrants. That agreement expired on June 30, 2025. Approval of the recommended action would approve a new agreement, which would include a three-year base contract and two optional one-year extensions.

The FSO and the FPD continue to explore ways to become more effective and more efficient in the delivery of public safety services. Many similar operations have been consolidated between the two agencies in the past, such as Narcotics Enforcement and High Intensity Drug Trafficking Area (HIDTA), Gang Enforcement (MAGEC), Warrants, Transportation and Extraditions, Urban Area Security Initiative grants, and Mounted Units.

Instead of renting another building in the downtown area for this purpose, both agencies have been using the Satellite Jail and are expected to relocate in the near future to the South Annex Jail. Access to the South Annex Jail is available via automotive or public transportation, and many of the registrants are already aware of the location of this facility.

It should be noted the recommended agreement provides that the Sheriff-Coroner-Public Administrator or the Chief of Police may extend the agreement for up to two one-year periods or exercise the 30-day contract termination option on behalf of the County or City of Fresno, respectively.

The recommended agreement contains mutual indemnification clauses, which are common in the County's agreements with other public agencies. However, the Sheriff's Office believes that the benefits associated with entering into this agreement outweigh any potential risks, as a prudent business decision. The recommended agreement has no Self-Dealing Disclosure requirement, as this agreement is with the city, not a corporation, so that requirement is inapplicable.

REFERENCE MATERIAL:

BAI #27, June 23, 2020

ATTACHMENTS INCLUDED AND/OR ON FILE:

On file with Clerk - PC 290 South Annex Jail Agreement

CAO ANALYST:

Sevag Tateosian