

AMENDMENT NUMBER ONE  
TO  
CONTRACT FOR LAW ENFORCEMENT SERVICES  
BETWEEN THE  
COUNTY OF ORANGE  
AND  
CITY OF SAN JUAN CAPISTRANO

This First Amendment to Contract for Law Enforcement Services, (“Amendment Number One”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California (“County,”) on behalf of Orange County Sheriff’s Department, (“Sheriff”), and the City of San Juan Capistrano, (“City,”) with County and City sometimes individually referred to as “Party, ” or collectively referred to as “Parties.”

RECITALS

WHEREAS, County and City executed a contract for law enforcement services for a term of July 1, 2025 through June 30, 2030 (“Original Contract”); and

WHEREAS, County and City desire to amend General Terms and Conditions Section H – Indemnification; 2. Attachment A – Scope of Work; Attachment B - Payment and Provisions; Attachment C - Level of Service; and

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both County and Contractor agree as follows:

1. General Terms and Conditions Section H – Indemnification of the Original Contract is amended in its entirety as follows:

**Indemnification:** City agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and agencies with County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to injury to or death of persons, or property damage, arising from or related to allegations based on acts or omissions of City related to this Contract.

County agrees to indemnify, defend with counsel approved in writing by City, and hold City and its elected and appointed officials, officers, agents, employees, subcontractors and independent contractors harmless from any claims, demands or liability of any kind or nature, including but not limited to injury to or death of persons, or property damage, arising from or related to allegations based on acts or omissions of County related to this Contract. County Indemnitees shall not be deemed to have assumed any liability for any dangerous or defective condition on any public street, work, or property of the City and for any illegality of City’s municipal ordinances.

If judgement is entered against City and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, City and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

2. Attachment A – Scope of Work; Attachment B - Payment and Provisions; and Attachment C - Level of Service; are amended in their entirety as attached hereto and incorporated by reference.

This Amendment Number One modifies the Original Contract only as expressly set forth herein. This Amendment Number One does not modify, alter, or amend the Original Contract in any other way whatsoever. Except as amended herein, all other terms and conditions of the Original Contract remain in full force and effect.

-Signature Page to Follow-

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to Contract on the dates opposite their respective signatures:

City: San Juan Capistrano

By: \_\_\_\_\_ Title: Mayor

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved as to Form

By: \_\_\_\_\_  
City Attorney

County:

By: \_\_\_\_\_ Title: Chair of the Board of Supervisors

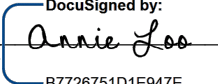
Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed and certified that a copy of this Contract has been delivered to the Chair of the Board Per Government Code section 25103; Resolution 79-1535.

Attest: \_\_\_\_\_

Robin Stieler  
Clerk of the Board  
County of Orange, California

Approved as to Form  
Office of the County Counsel  
Orange County, California

By: \_\_\_\_\_  
Deputy   
B7726751D1E947E...

## ATTACHMENT A

### SCOPE OF WORK

#### A. Regular Services By County:

1. Sheriff shall render to City law enforcement services as hereinafter provided. Such services shall include the enforcement of lawful State statutes and lawful municipal ordinances of City, other than licensing ordinances.
2. The night, day and evening patrol and supervisory shifts will be established by Sheriff. Personnel of each shift may work varying and different times and may be deployed to other shifts when, in the opinion of Sheriff and City Manager, the need arises. Any long-term shift deployment change will be reported to the City Council.
3. The level of service, other than for licensing, to be provided by the County for this Contract is set forth in Attachment C.
4. The Sheriff will provide a slate of candidates who are eligible for the rank of Captain with the Sheriff from which the City Manager may select a Police Services Chief. The Police Services Chief will be the on-side department head for the city and will attend City Council, staff and community meetings at the discretion of the City Manager.
5. Patrol Performance Goals shall be as follows:
  - Response to Priority One Calls: 5 minutes
  - Response to Priority Two Calls: 12 minutes
  - Response to Priority Three Calls: 20 minutes

The Police Services Chief will report to the City Manager regarding City Police Services personnel's performance in meeting these goals. In the event of a major incident outside the boundaries of City, adequate law enforcement personnel will remain in City to respond to Priority One and Priority Two calls for service.

6. For any service that is provided to City at less than 100% of a full-time Sheriff position, County retains the option to terminate such service in the event the other City or cities that contract(s) for the balance of the time of the employee providing the service no longer pay(s) for such service and City does not request the Contract be amended to pay 100% of the cost of the employee providing such service. The Maximum Obligation of City will be adjusted accordingly.
7. All services contracted for in this Contract may not be operational on the precise date specified in this Contract. In those instances, Sheriff shall notify City Manager of the date or dates such service or services are to be implemented. If the City pays for a service before its implementation, the County shall provide a credit, based on the vacancy credit rates calculated for that fiscal year, in the City's final invoice of that fiscal year.
8. During emergencies, such as mutual aid situations, Sheriff will attempt to leave in City the Captain in charge of City Police Services. If Sheriff determines that the Captain is needed elsewhere, Sheriff will notify City's Manager within four hours. Sheriff will return the Captain to City as soon as possible once the emergency situation is under control.
9. Sheriff shall receive applications for City licenses pursuant to the City's ordinances in Attachment D and complete investigations relating to such applications. Said investigations shall be forwarded to City Manager who is responsible for the disposition of the application and notification to the applicant. County shall not provide any advisory, administrative, hearing or litigation attorney support or services related to licensing. County shall not provide any administrative or investigatory services related to the licensing ordinances, except the investigations relating to initial applications for which this subsection provides.
10. With the limitations set forth below, Sheriff, on behalf of County, is authorized to execute written amendments to this Contract to increase or decrease the level of service, when Sheriff and City mutually agree that such increase or decrease in the level of service is appropriate. Any such amendment to the Contract shall concomitantly increase or decrease the cost of services payable by City. Sheriff and appropriate City personnel shall file copies of any such amendments to this Contract with the Clerk of County's Board of Supervisors and City's Clerk. Except for costs related to Employee Bargaining as defined herein, changes to this Contract executed by

Sheriff and City Manager may not, in the aggregate, increase or decrease the cost of services payable by City by more than one percent (1%) of the Maximum Obligation.

**B. Enhanced And Supplemental Services By County:**

1. Enhanced services for events on City property. At the request of City, through its City Manager, Sheriff may provide enhanced law enforcement services for functions, such as community events, conducted on property that is owned, leased or operated by City. Sheriff shall determine personnel and equipment needed for such enhanced services. City shall reimburse County for such additional services, at an amount computed by Sheriff, based on the current year's County law enforcement cost study. The cost of these enhanced services shall be in addition to the Maximum Obligation of City. Sheriff shall bill City immediately after each such event.

2. Supplemental services for occasional events operated by private individuals and entities on non-City property. At the request of City, through its City Manager, Sheriff may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by private individuals or private entities on non-City property. Sheriff shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if Sheriff is able to do so without reducing the normal and regular ongoing services that Sheriff otherwise would provide to City pursuant to this Contract. Such supplemental services shall be provided only by regularly appointed full-time peace officers, at rates of pay governed by a Memorandum of Understanding between County and the bargaining unit(s) representing the peace officers providing the services. Such supplemental services shall include only law enforcement duties and shall not include services authorized to be provided by a private patrol operator, as defined in Section 7582.1 of the Business and Professions Code. Law enforcement support functions, including, but not limited to, clerical functions and forensic science services, may be performed by non-peace officer personnel if the services do not involve patrol or keeping the peace and are incidental to the provision of law enforcement services. City shall reimburse County its full, actual costs of providing such supplemental services at an amount computed by Sheriff, based on the current year's County law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of City. Sheriff shall bill City immediately after each such event.

3. Supplemental services for events operated by public entities on non-City property. At the request of City, through its City Manager, Sheriff may provide supplemental law enforcement services to preserve the peace at special events or occurrences that occur on an occasional basis and are operated by public entities on non-City property. Sheriff shall determine personnel and equipment needed for such supplemental services, and will provide such supplemental services only if Sheriff is able to do so without reducing services that Sheriff otherwise would provide to City pursuant to this Contract. City shall reimburse County its full, actual costs of providing such supplemental services at an amount computed by Sheriff, based on the current year's County law enforcement cost study. The cost of these supplemental services shall be in addition to the Maximum Obligation of City. Sheriff shall bill City immediately after each such event.

4. Notwithstanding the foregoing, City, through its permit process, may utilize the services of Sheriff at events, for which City issues permits, that are operated by private individuals or entities or public entities. Sheriff shall determine personnel and equipment needed for said events. If said events are in addition to the level of services listed in this Contract, City shall reimburse County for such additional services at an amount computed by Sheriff, based upon the current year's County law enforcement cost study. The cost of these services shall be in addition to the Maximum Obligation of City. Sheriff shall bill City immediately after said services are rendered.

5. In accordance with Government Code Section 51350, County has adopted Board Resolution 89-1160 which identifies Countywide services, including but not limited to helicopter response. Sheriff through this contract provides enhanced helicopter response services. The cost of enhanced helicopter response services is included in the Maximum Obligation of City. County shall not charge any additional amounts for enhanced helicopter services without written notification to the City.

**C. Body Worn Camera And In Car Video:**

1. As part of the law enforcement services to be provided to City, County has provided, or will provide, body worn cameras (hereinafter called "BWC") that will be worn by Sheriff's personnel and In Car Video (hereinafter called "ICV") that will be mounted in vehicles designated by Sheriff for use within City service area.

2. Sheriff has the exclusive right to use said BWC and ICV for law enforcement services related to this Contract.

3. City shall pay County the full costs to County of a) the acquisition of BWC and the acquisition and installation of ICV, and b) recurring costs, as deemed necessary by County, including the costs of maintenance and contributions to a fund for replacement and upgrade of such BWC and ICV when they become functionally or technologically obsolete. The costs to be paid by City for recurring costs, including maintenance and replacement/upgrade of BWC and ICV, are included in the costs set forth in the Maximum Obligation of City, unless City has already paid such costs.

4. If, following the initial acquisition of BWC and ICV referenced above, City requires BWC and ICV for additional Sheriff's personnel or vehicles designated for use in the City service area, County will purchase said additional BWC and ICV. Upon demand by County, City will pay to County a) the full costs of acquisition of additional BWC and the full cost of acquisition and installation of additional ICV, and b) the full recurring costs for said BWC and ICV, as deemed necessary by County, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such BWC and ICV when they become functionally or technologically obsolete. Said costs related to additional BWC and ICV are not included in, and are in addition to, the costs set forth in the Maximum Obligation.

5. County will replace and/or upgrade BWC and ICV as needed. The costs of replacing/upgrading BWC and ICV shall be paid by County from the replacement/upgrade funds to be paid by City in accordance with the foregoing. City shall not be charged any additional charge to replace or upgrade BWC and ICV.

**D. Traffic Violator Apprehension Program:**

1. County has established a Traffic Violator Apprehension Program ("the Program"), which is operated by Sheriff, and is designed to reduce vehicle accidents caused by unlicensed drivers and drivers whose licenses are suspended and to educate the public about the requirements of the Vehicle Code and related safety issues with regard to driver licensing, vehicle registration, vehicle operation, and vehicle parking. The Program operates throughout the unincorporated areas of the County and in the cities that contract with County for Sheriff's law enforcement services, without regard to jurisdictional boundaries, because an area-wide approach to reduction of traffic accidents and driver education is most effective in preventing traffic accidents. In order for City to participate in the Program, City has adopted fees pursuant to Vehicle Code Section 22850.5, in the same amount as approved by County, as set forth in the resolution that is Attachment E (hereinafter called a "TVAP resolution"), and has directed that the revenue from such fee be used for the Program. City's participation in the Program may be terminated at any time by rescission or amendment of its TVAP resolution. In the event City 1) amends said TVAP resolution, or rescinds said TVAP resolution and adopts a new TVAP resolution pertaining to the above-referenced fees and the Program, and 2) remains a participant in the Program thereafter, City's Manager, on behalf of City, and Sheriff, on behalf of County, have authority to execute an amendment of this Contract to substitute City's amended or new TVAP resolution for Attachment E to the Contract, as long as said amendment to this Contract does not materially change any other provision of this Contract. As County updates its fees for the Program periodically, County will provide written notice to City of the updated fees. City's participation in the Program will terminate if City determines not to adopt the updated fees for the Program.

2. County will make available for review, at the request of City, all financial data related to the Program as may be requested by City.

3. Fee revenue generated by County and participating cities will be used to fund the following positions, which will be assigned to the Program:

- Ten one hundredths of one (0.10) Sergeant  
(8 hours per two-week pay period)
- One (1) Staff Specialist  
(80 hours per two-week pay period)
- One (1) Office Specialist  
(80 hours per two-week pay period)

4. Fee revenue generated by City may be used to reimburse City for expenditures for equipment and/or supplies directly in support of the Program. In order for an expenditure for equipment and/or supplies to be eligible for

reimbursement, City shall submit a request for and obtain pre-approval of the expenditure by using the form as shown in Attachment F.

The request shall be submitted within the budget schedule established by Sheriff. Sheriff shall approve the expenditure only if both of the following conditions are satisfied: 1) there are sufficient Program funds, attributable to revenue generated by City's fee, to pay for the requested purchase, and 2) City will use the equipment and/or supplies, during their entire useful life, only for purposes authorized by its TVAP resolution in effect at the time of purchase.

In the event that City terminates its participation in the Program, City agrees that the equipment purchased by City and reimbursed by Program funds will continue to be used, during the remainder of its useful life, exclusively for the purposes authorized by City's TVAP resolution in effect at the time of purchase.

5. In the event the fees adopted by County, City and other participating jurisdictions are not adequate to continue operation of the Program at the level at which it operated previously, County, at the option of City, will reduce the level of Program service to be provided to City or will continue to provide the existing level of Program services. County will charge City the cost of any Program operations that exceed the revenue generated by fees. Such charges shall be in addition to the Maximum Obligation of City. The amount of any revenue shortfall charged to City will be determined, at the time the revenue shortfall is experienced, according to City's share of Program services rendered. In the event of a reduction in level of Program service, termination of Program service or adjustment of costs, the parties shall execute an amendment to this Contract so providing. Decisions about how to reduce the level of Program service provided to City shall be made by Sheriff with the approval of City.

**E. Mobile Data Computers:**

1. As part of the law enforcement services to be provided to City, County has provided, or will provide, mobile data computers (hereinafter called "MDCs") that are or will be mounted in patrol vehicles and motorcycles, designated by County for use within City limits.

2. Sheriff has the exclusive right to use said MDCs for law enforcement services related to this Contract.

3. City shall pay County the full costs to County of a) the acquisition and installation of MDCs that are or will be mounted in patrol vehicles and motorcycles assigned to City, and b) recurring costs, as deemed necessary by County, including the costs of maintenance and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete.

The costs to be paid by City for recurring costs, including maintenance and replacement/upgrade of MDCs, are included in the costs set forth in the Maximum Obligation of City unless City has already paid such costs.

4. If, following the initial acquisition of MDCs referenced above, City requires MDCs for additional patrol cars or motorcycles designated for use in City, or for City's Emergency Operations Center, County will purchase said additional MDCs. Upon demand by County, City will pay to County a) the full costs of acquisition and installation of said additional MDCs, and b) the full recurring costs for said MDCs, as deemed necessary by County, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such MDCs when they become functionally or technologically obsolete. Said costs related to additional MDCs are not included in, and are in addition to, the costs set forth in the Maximum Obligation of City.

5. County will replace and/or upgrade MDCs as needed. The costs of replacing/upgrading MDCs shall be paid by County from the replacement/upgrade funds to be paid by City in accordance with the foregoing. City shall not be charged any additional charge to replace or upgrade MDCs.

**F. E-Citation Units:**

1. As part of the law enforcement services to be provided to City, County has provided, or will provide, E-Citation units designated by County for use within City limits.

2. Sheriff has the exclusive right to use said E-Citation units for law enforcement services related to this Contract.

3. City shall pay County the full costs to County of a) the acquisition of E-Citation units that are assigned to City, and b) recurring costs, as deemed necessary by County, including the costs of maintenance and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete.

The costs to be paid by City for recurring costs, including maintenance and replacement/upgrade of E-Citation units, are included in the costs set forth in the Maximum Obligation of City unless City has already paid such costs.

4. If, following the initial acquisition of E-Citation units referenced above, City requires additional E-Citation units designated for use in City, County will purchase said additional E-Citation units. Upon demand by County, City will pay to County a) the full costs of acquisition of said additional E-Citation units, and b) the full recurring costs for said E-Citation units, as deemed necessary by County, including the costs of maintenance, and contributions to a fund for replacement and upgrade of such E-Citation units when they become functionally or technologically obsolete. Said costs related to additional E-Citation units are not included in, and are in addition to, the costs set forth in the Maximum Obligation of City.

5. County will replace and/or upgrade E-Citation units as needed. The costs of replacing/upgrading E-Citation units shall be paid by County from the replacement/upgrade funds to be paid by City in accordance with the foregoing. City shall not be charged any additional charge to replace or upgrade E-Citation units.

#### **G. Equipment:**

1. As part of the law enforcement services to be provided to City, County shall purchase motorcycles and radios that meet certain law enforcement standards as determined by the County (hereinafter "Equipment").

2. City shall pay County the full costs to County of a) the acquisition of Equipment, b) recurring costs, c) the costs of maintenance, and d) replacement and upgrade of such Equipment when they become functionally or technologically obsolete, as deemed necessary by County. The costs to be paid by City are included in the costs set forth in the Maximum Obligation of City.

3. The Equipment purchased by the County for services to the City shall be the property of the County.

4. Radios and motorcycles previously purchased by the City for County law enforcement services to the City shall be the property of and maintained by the City. Notwithstanding the Indemnification provisions of this Contract, County shall be responsible to City for any damage to City radios and motorcycles caused by County's act or omission.

#### **H. City Office Space**

1. In consideration of the promises contained herein, City hereby grants to County rent-free use of office space, office furniture, and office equipment and supplies located in City Hall or other City building for the provision of services under this Contract (hereinafter "Police Station"). Said office space, furniture and equipment and supplies shall be used solely by personnel of City and County, while performing their assigned duties related to services under this Contract. City and County shall mutually agree on the precise location, size and type of said office space, office furniture and office equipment supplies. City shall supply all repair, maintenance and janitorial supplies and services to the Police Station and shall be responsible for all charges for utilities supplied to said premises.

2. City and Sheriff agree to staff the Police Station and remain accessible to the public during normal business hours. Sheriff personnel who are regularly deployed to deliver services to adjacent unincorporated areas may operate in and out of the Police Station as a regular duty station.

3. City shall be responsible for the cost of fuel used for services in this Contract. City may: 1) provide fuel via the City's fuel pumps or 2) otherwise pay the County for the provision of fuel in a manner that is acceptable to both Parties. For motorcycles, the City shall pay the County for the provision of fuel in a manner that is acceptable to both Parties. For all other vehicles, City and County shall mutually agree on which method shall be utilized. Limited reimbursement of such costs is included in the costs set forth in Attachment B.

4. Persons detained in City will be booked into the Sheriff Intake-Release Center. Persons will not be booked or housed at the Police Station.

5. Fingerprinting and copying services will be performed by Sheriff employees located at the Police Station.

**ATTACHMENT B****PAYMENT PROVISIONS**

**1. Compensation:** Pursuant to Government Code Section 51350, City agrees to pay to County the full costs of performing the services mutually agreed upon in this Contract. The costs of services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and County General overhead.

The Maximum Obligation of City for services to be provided by the County for the period July 1, 2026 through June 30, 2027 shall be \$14,310,630 (herein "Maximum Obligation"). The County shall provide the City with a new Maximum Obligation prior to the start of the new fiscal year term for the remaining fiscal years included in this Contract Term, if applicable.

The overtime costs included in the Contract are only an estimate. Sheriff shall notify City of actual overtime worked during each fiscal year. If actual overtime worked is above or below budgeted amounts, billings will be adjusted accordingly at the end of the fiscal year. Actual overtime costs may exceed City's Maximum Obligation.

**2. Personnel and Deployment:**

A. City shall pay the full costs of employees in the following instances:

1. County-paid holidays.
2. Sick leave to the extent that it does not exceed the greater of a.) 12 days per year, per position, or b.) the amount of leave accrued by an employee assigned to City during the time he or she has been assigned to City.
3. Vacation leave to the extent it does not exceed an amount permitted by County to be accumulated by an employee at any one time.
4. Training as mandated by the California Commission on Peace Officers Standards and Training (P.O.S.T.) or as mandated by Sheriff.
5. Bereavement leave as authorized by County.
6. Jury duty leave as authorized by County.
7. Responses to mutual aid and natural or man-made disasters or emergencies, unless the County provides a replacement employee, in which case the City will pay for one employee.

B. A position unfilled for any period as a result of Workers' Compensation leave shall be considered on leave. A position unfilled for any period as a result of reassignment to another function within Sheriff's Department shall be considered vacant. The County will provide a credit to the City for the hours a position is vacant. The credit may be offset with overtime and reconciled at fiscal year-end.

C. The Sheriff shall not charge the City when an employee, usually assigned to the City, participates in specialized Sheriff services that are available throughout the County, including in City, in accordance with County Resolution No. 89-1160. If the Sheriff determines that overtime coverage of the employee's absence at City is required, the additional cost of such overtime will not be charged to the City.

Notwithstanding the above, in the event that County personnel provide services in response to mutual aid and natural or man-made disasters or emergencies and the County subsequently receives reimbursement for those services, the County will credit the reimbursement to the City.

**3. Invoice:** County shall invoice City monthly and will require payment by City of one-twelfth (1/12) of the Maximum Obligation of City. If a determination is made that increases due to Employee Bargaining must be paid, County thereafter shall include the pro-rata charges for such increases in its monthly invoices to City for the balance.

**4. Employee Bargaining:** At the time this Contract is executed, there may be unresolved issues pertaining to potential changes in salaries and benefits for County employees. If changes result in the County incurring or becoming obligated to pay for increased costs for or on account of personnel whose costs are included in the calculations of costs charged to City hereunder, City shall pay County, the full costs of said increases to the extent

such increases are attributable to work performed by such personnel after the starting date of this Contract. City shall pay County in full for such increases on a pro-rata basis over the portion of the Contract term remaining after County notifies City that increases are payable.

If City is required to pay for such increases, County, at the request of City, will thereafter reduce the level of service provided to City to a level that will make the Maximum Obligation of City an amount specified by City. The purpose of such adjustment of service levels will be to give City the option of keeping its Maximum Obligation hereunder at the pre-increase level or at any other higher or lower level specified by City. In the event of such reduction in level of service and adjustment of costs, the parties shall execute an amendment to this Contract. Decisions about how to reduce the level of service provided to City shall be made by Sheriff with the approval of City.

**5. Billing Policy:** City shall pay County in accordance with County Board of Supervisors' approved County Billing Policy dated October 27, 1992. The provisions of the policy, including a discount for early payment, shall apply to this Contract. Payments made electronically via a credit card or through a banking system that charges Merchant Fees, Service Fees, or any other Fees shall be the responsibility of the City. If the County is charged any of the before mentioned fees, the City shall be responsible for payment of these fees to the County.

**6. Late Penalties:** County shall charge City late payment penalties in accordance with County Billing Policy.

**7. Licensing Payments:** As payment for the Licensing Services described in this Contract, County shall retain all fees paid by applicants for licenses pursuant to City ordinances. Retention of said fees by County shall constitute payment in full to County for costs incurred by County in performing the functions related to licensing; provided, however, that if any of said fees are waived or reduced by City, City shall pay to County the difference between the amount of fees retained by County and the fees that were set forth in the City's ordinances at the time this Contract was executed. If City increases the fee schedule for the licensing ordinances, either party shall have the right to seek amendment of this Contract with respect to the division of the increased fees between City and County.

**8. Fees:** Fees generated or collected by Sheriff contract personnel for response to false alarms or copying of documents related to the services provided in this Contract will be at County-established rates and will be credited to City on an annual basis. Narcotic asset forfeitures will be handled pursuant to Attachment G.

Revenue generated by City fees, including but not limited to the following, will be at rates established by City and will be retained by City:

- a. Bicycle licensing
- b. Fingerprinting
- c. Visa letters
- d. Report duplication
- e. DUI cost recovery
- f. Special police services

## ATTACHMENT C

**ORANGE COUNTY SHERIFF-CORONER  
LAW ENFORCEMENT CONTRACT  
CITY OF SAN JUAN CAPISTRANO  
FY 2026-27**

**LEVEL OF SERVICE**

Title	Detail	Quantity	Cost of Service (each)	Cost of Service Total
<b>MANAGEMENT:</b>				
Captain		1.00	\$ 525,623	\$ 525,623
<b>SUPERVISION:</b>				
Sergeant	Patrol	4.00	\$ 425,954	\$ 1,703,816
Sergeant	Administrative	1.00	\$ 425,954	\$ 425,954
<b>INVESTIGATION SERVICES:</b>				
Investigator		2.00	\$ 406,633	\$ 813,266
<b>PATROL AND TRAFFIC SERVICES:</b>				
Deputy Sheriff II -Patrol	Patrol	17.00	\$ 343,569	\$ 5,840,673
Deputy Sheriff II -Motor	Motorcycle	2.00	\$ 353,921	\$ 707,842
<b>ADDITIONAL SERVICES:</b>				
Community Services Officer	Parking Control	2.00	\$ 180,398	\$ 360,796
Deputy Sheriff II	Homelessness Liason Officer	1.00	\$ 343,569	\$ 343,569
Deputy Sheriff II	DET	1.00	\$ 343,569	\$ 343,569
Cadet	Extra Help		\$ 33,883	\$ 33,883
<b>TOTAL POSITIONS</b>		<b>31.00</b>		<b>\$ 11,098,991</b>

**REGIONAL / SHARED STAFF:**

Title	Regional Team	Quantity	% Allocation	Cost \$
<b>TRAFFIC:</b>				
Sergeant	Traffic	0.60	8.20%	\$ 22,079
Investigator	Traffic	1.00	8.20%	\$ 29,490
Deputy Sheriff II	Traffic	3.00	8.20%	\$ 99,865
Investigative Assistant	Traffic	2.00	8.20%	\$ 31,311
<b>AUTO THEFT:</b>				
Sergeant	Auto Theft	0.30	6.05%	\$ 8,118
Investigator	Auto Theft	2.00	6.05%	\$ 50,694
Investigative Assistant	Auto Theft	1.00	6.05%	\$ 11,648
Office Specialist	Auto Theft	1.00	6.05%	\$ 8,676
<b>DET:</b>				
Sergeant	DET	1.00	4.12%	\$ 21,631
Investigator	DET	1.00	4.12%	\$ 18,711
<b>COURTS:</b>				
Investigative Assistant	Courts	2.00	17.55%	\$ 62,774
<b>MOTORCYCLE (shared Supervision):</b>				
Sergeant	Motorcyle Supervision	1.00	7.02%	\$ 32,362
<b>TOTAL REGIONAL/SHARED</b>		<b>15.90</b>		<b>\$ 397,359</b>

**OTHER CHARGES AND CREDITS:**

<b>OTHER CHARGES:</b>	
<u>Other Charges include:</u> Annual leave paydowns and apportionment of cost of leave balances paid at end of employment; Body Worn Camera (BWC) and In Car Video (ICV); contract administration; data line charges; E-Citation recurring costs for two (2) units; Enhanced helicopter response services; facility lease; holiday pay; Integrated Law & Justice of Orange County fees; Mobile Data Computer (MDC) recurring cost for twenty (20) units; overtime; patrol training cost allocation; premium pay for bilingual staff, education incentive pay, on-call pay; services and supplies; and transportation charges. Purchase of one (1) motorcycle.	
<b>CREDITS:</b>	
<u>Credits include:</u> AB109 (2011 Public Safety Realignment); estimated vacancy credits; false alarm fees reimbursement; reimbursement for training and miscellaneous programs; reimbursement for restitution.	
<b>TOTAL OTHER CHARGES AND CREDITS</b>	<b>\$ 2,814,280</b>
<b>TOTAL COST OF SERVICES</b>	<b>\$ 14,310,630</b>