



PLACER COUNTY  
**SHERIFF**  
CORONER-MARSHAL



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**EDWARD N. BONNER**  
SHERIFF-CORONER-MARSHAL

**DEVON BELL**  
UNDERSHERIFF

**To:** The Honorable Board of Supervisors  
**From:** Edward N. Bonner, Sheriff-Coroner-Marshall *ms*  
**Date:** March 26, 2013  
**Subject:** Agreement between Sierra Joint Community College District and the Placer County Sheriff's Office

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**Action Requested**

1. Authorize the Sheriff to execute a Memorandum of Understanding (MOU) between the Placer County Sheriff Coroner-Marshall and the Sierra Joint Community College District (District), to provide an instructional facility for the District's Administration of Justice Division Academy within the Auburn Justice Center (AJC), from April 1, 2013 to March 31, 2014.

**Background**

The Sheriff's Office was presented the opportunity to partner with the District by providing an instructional facility for the Administration of Justice Division Academy. This agreement is mutually beneficial for both the Sheriff's Office and the District. It provides a centralized location for students from Placer County as well as neighboring counties to attend. The Sheriff's Office supports the efforts of the Administration of Justice Division to provide courses to students and believes that such classes provide a public purpose and benefit to the community. This partnership will provide the Sheriff's Office the ability to interact with the instructors regarding training issues in the law enforcement community. In addition Sheriff's Office staff will have an opportunity to observe students who may become qualified applicants for employment with the Placer County Sheriff's Office. It is anticipated that this will enhance the recruitment and hiring process.

**Fiscal Impact**

This MOU results in no cost to the District for the one year term, and there is no fiscal impact to the General Fund.

**COPY**

**FACILITY USE MEMORANDUM OF UNDERSTANDING**

between

SIERRA JOINT COMMUNITY COLLEGE DISTRICT

and

PLACER COUNTY SHERIFF'S OFFICE

This Agreement ("Agreement") is entered into this 26<sup>th</sup> day of March 2013, by and between Sierra Joint Community College District ("District"), and Placer County Sheriff's Office on behalf of County of Placer ("Agency"), hereinafter referred individually as "Party" and collectively as "Parties", for the purpose of outlining the duties and responsibilities of each party as they relate to the use of facilities through the Agency.

**RECITALS**

**WHEREAS**, District offers Administration of Justice courses which are currently provided at the District's Roseville Gateway campus; and

**WHEREAS**, District's lease for the Roseville Gateway facility will expire June 30, 2015; and

**WHEREAS**, District is seeking an alternate location in which to provide instruction to assess the suitability of this or like facilities for purposes of identifying replacement instructional centers prior to the end of the lease term; and

**WHEREAS**, Agency is the owner of certain real property located at 2929 Richardson Drive, Auburn, CA ("Facilities");

**WHEREAS**, Agency supports the efforts of District in providing Administration of Justice courses to students and finds that such classes provide a public purpose and benefit to the community;

**WHEREAS**, Agency benefits from District's effort to provide Administration of Justice courses to students in Placer County as many of those students become qualified applicants for employment with Agency; and

**WHEREAS**, Agency desires to allow District the use of such Facilities for instructional purposes upon the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, Agency and District agree as follows:

1. Responsibilities of Agency.
  - A. Agency agrees to allow use of Facilities, described in the attached Exhibit A, for the instruction of Administration of Justice courses.
  - B. District shall have the use of the Facilities during the time and days set forth in Exhibit A for the term of the agreement unless sooner terminated.

- C. Agency may enter Facilities at any time during the Agreement to observe activity.
  - D. Facilities Use Restrictions are identified in the attached Exhibit A.
  - E. Agency shall provide normal overhead lighting, heating, water, restroom facilities and refuse receptacles for the execution of the permitted activity, unless otherwise agreed by the Parties.
2. Responsibilities of District.
- A. District shall offer Administration of Justice courses with the course activities described in the attached Exhibit B.
  - B. District shall provide instructors, all instructor-related compensation, facilities, equipment, materials, day-to-day management support and all other related overhead necessary to conduct the courses described in this Agreement.
  - C. The District shall provide instruction, supervision and evaluation of students in accordance with existing District policies, procedures and accreditation requirements of the District.
  - D. District will abide by all rules and regulations of Agency in the use of the Facilities.
3. Term. This Agreement shall begin April 1, 2013 and terminate on March 31, 2014. Either Party may terminate this Agreement with or without cause upon ninety (90) days prior written notice to the other party. Upon any such early termination, if any courses have then commenced, then the course shall be completed for the students enrolled therein, unless such termination is due to a breach by District or unless the parties mutually agree that the course may be terminated without adversely affecting the then enrolled students. This Agreement may be renewed annually upon approval from both the District and the Agency.
4. Joint Planning. Parties agree to meet periodically to discuss Facility Use arrangement.
5. Confidentiality. Except as required by law, Agency shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information does not include information which is generally known or easily ascertainable by nonparties though available public documentation. Confidential information does not include this MOU.
6. Compliance with Applicable Laws. Parties agree to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Parties, Parties' business, equipment and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operation.
7. Indemnification. Agency shall defend, indemnify and hold District harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, District employees, and the public, or damage to property, or any related economic or consequential losses, which are

claimed to or in any way arise out of or are connected with Agency services, operations, or performance hereunder. The obligation of the Agency to defend, indemnify and hold harmless the District is limited to and shall not exceed the proportion of negligence attributable to the Agency.

District shall defend, indemnify and hold Agency harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney fees and costs, arising out of District's duties, responsibilities and functions under this agreement, including but not limited to, the adequacy of or manner in which District undertakes to perform its instructional programs in accordance with any other applicable law or regulation. As used herein the term "Agency" means Placer County Sheriff's Office and the County of Placer, or its officers, officials, agents, employees, and volunteers.

8. **Notices.** All notices and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been given by a party hereto if personally delivered to the other party or if sent by certified mail, return receipt requested. A notice sent by certified mail shall be deemed to be given on the third business day after the mailing date. All notices or communications between District and Agency pertaining to this Agreement shall be addressed as shown below:

District  
Sierra Joint Community College District  
Chris Yatooma  
Vice President of Administrative Services  
5000 Rocklin Road  
Rocklin, CA 95677

Agency  
Placer County Sheriff's Office  
2929 Richardson Drive  
Auburn, CA

9. **Insurance.** District shall file with Agency concurrently herewith a Certificate of Insurance, in companies acceptable to Agency, with a Best's Rating of no less than A-:VII showing.

- A. **Worker's Compensation and Employers Liability Insurance.** Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to District's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

*Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".*

**B. General Liability Insurance**

- 1) Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of District, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
  - a) Contractual liability insuring the obligations assumed by District in this Agreement.
- 2) One of the following forms is required:
  - a) Comprehensive General Liability;
  - b) Commercial General Liability (Occurrence); or
  - c) Commercial General Liability (Claims Made).
- 3) If District carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
  - One million dollars (\$1,000,000) each occurrence
  - Two million dollars (\$2,000,000) aggregate
- 4) If District carries a Commercial General Liability (Occurrence) policy:
  - a) The limits of liability shall not be less than:
    - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - One million dollars (\$1,000,000) for Products-Completed Operations
    - Two million dollars (\$2,000,000) General Aggregate
  - b) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- 5) Special Claims Made Policy Form Provisions. District shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of Agency, which consent, if given, shall be subject to the following conditions:
  - a) The limits of liability shall not be less than:
    - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
    - One million dollars (\$1,000,000) aggregate for Products Completed Operations
    - Two million dollars (\$2,000,000) General Aggregate

b) The insurance coverage provided by District shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

6) **Conformity of Coverages.** If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the Agency as noted above. In no cases shall the types of policies be different.

C. **Endorsements.** Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

1) "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

2) "The insurance provided by the District, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

3) "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

D. **Automobile Liability Insurance.**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

10. **Nondiscrimination in Employment.** Agency and District agree that they will not engage in unlawful discrimination in the provision of instructional services or employment of persons because of race, color, religious creed, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation, or a perception that a person has or is associated with a person who has, or is perceived to have, any of these characteristics.

11. **Neither Party Considered Drafter.** Despite the possibility that one party may have prepared the initial draft of this Contract or played a greater role in the physical preparation of subsequent drafts, neither party shall be deemed the drafter of this Contract. In construing this Contract in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favor of one party on the grounds that such provision was drafted by the other.

12. **No Assignment.** This Agreement is personal and shall not be assigned by the Agency either in whole or in part. Any such purported assignment voids this Agreement.
13. **Amendments.** 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 agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.
14. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Placer County, California.
15. **Complete Agreement.** This Agreement and the Exhibits hereto set forth all of the promises, covenants, and agreements between the parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, express or implied, oral or written, except as contained herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto on the day and year first written above.

**Agency**

**Sierra Joint Community College District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Chris Yatooma

Title \_\_\_\_\_

Title: Vice President of  
Administrative Services

Date: \_\_\_\_\_

Date \_\_\_\_\_



## Exhibit A - Facilities

The facility that will be made available to the Sierra Joint Community College District, Administration of Justice program for the purpose of instruction is as follows:

1. The AJC Classroom – the room located in the ancillary section of the building located at 2929 Richardson Dr. Auburn CA 95603.
2. The common areas of the ancillary building of the AJC, including the kitchen, restrooms and hallways.
3. Indoor Range/AJC Range located in the ancillary building of the AJC.
4. Parking area will be in the Probation lot, located between the ancillary building of the AJC and Juvenile Hall on B Avenue.
5. Emergency access will be made available to the locker rooms via the Instructor access should the need arise.
6. Separate office area in the ancillary building that will be designated for Sierra College use only, it is located between the restrooms and kitchen area and adjacent to the range and classroom.

## EXHIBIT B

Sierra College Module II Law Enforcement Academy - ADMJ 120/Spring 2013									
	Date	Day	Time	Hrs	LD #	Learning Domain / Title	Instructor	Loc.	Coord
1	03/23/13	Sat	0800-1700	8	Admin	Class Orientation PELLETB	Staff	RG203	Staff
2	04/02/13	Tues	1700-1800 1800-2200	1 4	Admin LD-3	Equipment Issue Police in the Community	Staff Vizzusi	AJC Classroom	
3	04/03/13	Wed	1800-2200	4	LD-3	Police in the Community	Vizzusi	AJC Classroom	
4	04/04/13	Thurs	1800-2200	4	LD-3	Police in the Community	Vizzusi	AJC Classroom	
5	04/09/13	Tues	1800-2000 2000-2200	2 2	<b>TEST</b> LD-8	<b>TEST LD-3</b> General Criminal Statutes	RTO Marcheschi	AJC Classroom	
6	04/10/13	Wed	1800-2200	4	LD-6	Property Crimes	Ford	AJC Classroom	
7	04/11/13	Thurs	1800-2200	4	LD-18	Investigative Report Writing	Spaulding	AJC Classroom	
8	04/16/13	Tues	1800-2200	4	LD-35	Firearms Intro.	Johnson & Range Staff	AJC Range	
9	04/17/13	Wed	1800-2000 2000-2200	2 2	<b>TEST</b> LD-6	<b>TEST LD-8</b> Property Crimes	RTO Ford	AJC Classroom	
10	04/18/13	Thurs	1800-2200	4	LD-7	Crimes Against Persons/Death Invest.	Ford	AJC Classroom	
11	04/20/13	Sat	0800-1700	8	LD-35	Firearms	Johnson & Range Staff	Grizzly Range	
12	04/23/13	Tues	1800-2000 2000-2200	2 2	<b>TEST</b> LD-7	<b>TEST LD-6</b> Crimes Against Persons/Death Invest.	RTO Ford	AJC Classroom	
13	04/24/13	Wed	1800-2200	4	LD-17	Presentation of Evidence		AJC Classroom	
14	04/25/13	Thurs	1800-2200	4	LD-15	Laws of Arrest	Ford	AJC Classroom	
15	04/27/13	Sat	0800-1700	8	LD-35	Firearms	Johnson & Range Staff	Grizzly Range	
16	04/30/13	Tues	1800-1900 1900-2200	1 3	<b>TEST</b> LD-15	<b>TEST LD-7</b> Laws of Arrest	RTO Ford	AJC Classroom	
17	05/01/13	Wed	1800-2200	4	LD-18	Investigative Report Writing	Spaulding	AJC Classroom	
18	05/02/13	Thurs	1800-2200	4	LD-16	Search & Seizure	Willick	AJC Classroom	
19	05/04/13	Sat	0800-1700	8	LD-35	Firearms	Johnson & Range Staff	Grizzly Range	
20	05/07/13	Tues	1800-2000 2000-2200	2 2	<b>TEST</b> LD-18	<b>TEST LD-15</b> Investigative Report Writing	RTO Spaulding	AJC Classroom	
21	05/08/13	Wed	1800-2200	4	LD-30	Crime Scenes, Evidence, Forensics	Reed	AJC Classroom	
22	05/09/13	Thurs	1800-2200	4	LD-16	Search & Seizure	Willick	AJC Classroom	
23	05/11/13	Sat	0800-1700	8	LD-35	Firearms	Johnson & Range Staff	Grizzly Range	

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24	05/14/13	Tues	1800-2000 2000-2200	2 2	<b>TEST</b> LD-20	<b>TEST LD-16</b> Use of Force	RTO Gray	AJC Classroom	
25	05/15/13	Wed	1800-2200	4	LD-18	Investigative Report Writing	Spaulding	AJC Classroom	
26	05/16/13	Thurs	1800-2200	4	LD-35	Firearms Low Light	Johnson & Range Staff	AJC Range	
27	05/18/13	Sat	0800-1700	8	LD-33	Arrest Methods/Defensive Tactics	Tindall & DT Staff	Rocklin G-107	
28	05/21/13	Tues	1800-2200	4	LD-35	Firearms Low Light	Johnson & Range Staff	AJC Range	
29	05/22/13	Wed	1800-2200	4	LD-20	Use of Force	Gray	AJC Classroom	
30	05/23/13	Thurs	1800-2200	4	LD-35	Firearms Low Light	Johnson & Range Staff	AJC Range	
31	05/25/13	Sat	0800-1700	8	LD-33	Arrest Methods/Defensive Tactics	Tindall & DT Staff	Rocklin G-107	
32	05/26/13	Sun	0800-1200	4	LD-33	Arrest Methods/Defensive Tactics	Tindall & DT Staff	Rocklin G-107	
33	05/28/13	Tues	1800-2000 2000-2200	2 2	<b>TEST</b> LD-18	<b>TEST LD-20</b> Investigative Report Writing	RTO Spaulding	AJC Classroom	
34	05/29/13	Wed	1800-2200	4	LD-42	Cultural Diversity	DeCecco	AJC Classroom	
35	05/30/13	Thurs	1800-2200	4	LD-18	Investigative Report Writing	Spaulding	AJC Classroom	
36	06/01/13	Sat	0800-1700	8	LD-35	Chemical Agents	Borden	RCCC	
37	06/04/13	Tues	1800-2200	4	LD-18	Investigative Report Writing	Spaulding	AJC Classroom	
38	06/05/13	Wed	1800-2200	4	LD-42	Cultural Diversity	DeCecco	AJC Classroom	
39	06/06/13	Thurs	1800-2000 2000-2200	2 2	LD-21 LD-22	Patrol Techniques Vehicle Pullovers	Vizzusi	AJC Classroom	
40	06/08/13	Sat	0800-1700	8	LD-21 LD-22	Patrol Techs/Veh Pullovers Learning Activities	Vizzusi	Rocklin Campus	
41	06/11/13	Tues	1800-2200	4	LD-39	Crimes Against the Justice System	Ruden	AJC Classroom	
42	06/12/13	Wed	1800-2200	4	LD-42	Cultural Diversity	DeCecco	AJC Classroom	
43	06/13/13	Thurs	1800-2000 2000-2200	1 3	<b>TEST</b> LD-23	<b>TEST LD-39</b> Crimes in Progress	RTO Vizzusi	AJC Classroom	
44	06/15/13	Sat	1800-1600	7	LD-23	Crimes in Progress Learning Activities	Vizzusi	Rocklin Campus	
45	06/18/13	Tues	1800-2100	3	LD-42	Cultural Diversity	DeCecco	AJC Classroom	
46	06/19/13	Wed	1800-2100 2100-2200	3 1	<b>TEST</b> Admin	<b>FINAL TEST (LD-94)</b> Return Equipment	Staff	AJC Classroom	
	06/20/13	Thurs				Test Remediation (as needed)	Staff	TBA	

**POST Constructed Knowledge TESTs – LD's 3, 6, 7, 8, 15, 16, 20, 39**  
**Final TEST – LD's 2, 3, 5, 6, 7, 8, 15, 16, 20, 31, 36 & 39**  
**Practical/Physical TESTs – LD's , 33 & 35**

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