

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ST. HELENA AND THE
CULINARY INSTITUTE OF AMERICA AT GREYSTONE**

This Memorandum of Understanding ("MOU"), made and entered into on July 24, 2018 by and between the City of St. Helena ("City") and the Culinary Institute of America at Greystone ("CIA" or "College"), sets forth the parties' understanding of their respective duties and obligations concerning the coordination of law enforcement efforts between the College and the City.

Whereas:

- A. the College wishes by this MOU to improve its ability to address its obligations pursuant to the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act");
- B. the City, by and through its Police Department, has primary law enforcement jurisdiction of all property owned, leased or under the control of College, which is in the City of St. Helena, and subject to the terms of this MOU; and
- C. the City wishes to assist College in its efforts, as set forth and subject to the terms set forth herein,

The City and College hereby agree as follows:

- 1. The City will continue to provide police services on said property consistently State law and the City's Municipal Code, and subject to the terms of this MOU and the discretion of the City's law peace officers.
- 2. The CIA Department of Campus Safety will notify the St. Helena Police Department of any serious criminal incident or situation affecting public safety which occurs on any property owned, leased, or under the control of the College within the jurisdiction of the City of St. Helena. These incidents will include, without limitation, violent felony offenses, missing persons or other situations that may affect the safety of persons on the campus or in the City. The College will encourage victims of crimes to report all crimes, and the Department of Campus Safety will assist victims in making reports to the police if requested. For purposes of this MOU, the following definitions shall apply:
 - a. "Missing Student" means any student of the College subject to the provisions of California Penal Code§ 14205, who resides in a facility owned or operated by the College and who is reported to the College as missing from his or her residence.
 - b. "Violent Felony Offense" means a violent felony offense as specified in California Education Code§§ 44010, 44011, 44346.1, 44424 or in California Penal Code§ 667.5(c).
 - c. "Serious felony" is any felony listed in California Penal Code§ 1192.7.
- 3. The St. Helena Police Department will use its endeavor to keep the CIA Department of Campus Safety informed of any emergencies which may occur within the City that may affect the safety of the staff, students and guests or any property owned, leased, or under the control of the College.
- 4. When the St. Helena Police Department executes a warrant on any property owned, leased, or under the control of the College, the Police Department will endeavor to contact the CIA Department of Campus Safety and request a Campus Safety Officer to accompany the City police officer. The City will use reasonable efforts to refrain from interrupting a class to affect an arrest or to execute a search warrant. In the event of continuous close pursuit within the City of St. Helena which continues to the CIA campus, the St. Helena Police Department will endeavor to notify the Culinary Institute Of America at Greystone Department of Campus Safety Department as soon as practical under the circumstances.

5. Designees from the St. Helena Police Department and the CIA Department of Campus Safety will meet as needed to review and discuss various operational issues, interdepartmental objectives and all events impacting both communities.
6. The St. Helena Police Department will endeavor to provide the College with information concerning crimes committed on property in the Department's jurisdiction which is owned by the College, controlled by the College or adjacent to the College campus, in order to assist the College in its efforts to meet its obligations under the Clery Act to collect and annually report to the Department of Education and its community statistics concerning certain crimes committed on such property. The College at least annually will inform the City of the specific categories of crimes for which the College must report statistics. The St. Helena Police Department will use its best efforts to either provide the statistics or other information (such as copies of incident reports) from which the statistics can be derived. Nothing in this paragraph shall be construed to require the Police Department to provide the names of individual victims or any other information the Department is prohibited from disclosing.
7. In no event shall City, or any of its officers, agents, representatives, officials, employees or insurers, be liable to College or any other person or entity for damages for any breach or violation of, or failure to perform or satisfy, this MOU. The enforceability and validity of the above limitations on the remedies available to the parties, including, without limitation, this specific provision prohibiting the recovery of damages, is part of the bargained for, negotiated consideration for City's agreement to enter into this MOU, and it is acknowledged that City would not have entered this MOU if it were to be liable in damages under this MOU. In the event College or any other person or entity seeks or accepts damages in any action or proceeding brought for breach or violation of, or failure to perform or satisfy, this MOU, such award shall destroy the consideration supporting City's agreement to enter into this MOU.
8. Notwithstanding any provision in this MOU to the contrary, the following shall apply:
 - a. Nothing in this MOU shall or is intended in any manner to impede, diminish or limit the City's ability and discretion to exercise any warrant, prioritize its law enforcement functions, or otherwise carry out the City's law enforcement duties under State law or the St. Helena Municipal Code.
 - b. The City shall have complete discretion with respect to the manner and time by which it carries out its duties, and may also in its discretion determine on a case by case basis not to carry out any such duty. Neither the College, the public nor any third party shall have the right to enforce any provision of this MOU against the City.
 - c. The City shall not be liable in any manner to the College, the public or to any third party for any claims, demands, causes of action, compensation or damages or relief of any kind arising from or in any manner connected with any act or omission by the City under this **MOU**.
 - d. The City does not warrant, represent or in any manner guarantee that this MOU satisfies the College's obligations under the Clery Act or any other law, and in no manner assumes any responsibility or liability for satisfying College's responsibilities thereunder.
 - e. City may terminate this MOU, with or without cause, at any time by giving ten (10) days written notice of termination to CIA.
 - f. If litigation or other proceeding is required to enforce or interpret any provision of this MOU, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

- g. This MOU is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between College and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this MOU upon the terms, conditions, and provisions above stated, the day and year first above written.

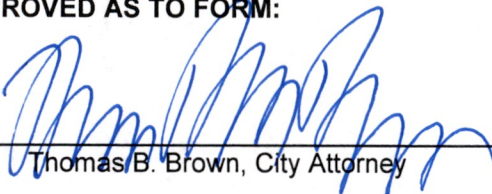
CITY OF ST. HELENA:

By:  _____
Mark Prestwich, City Manager

THE CULINARY INSTITUTE OF AMERICA AT GREYSTONE:

By:  _____
Maria Krupin – VP Finance & Administration

APPROVED AS TO FORM:

By:  _____
Thomas B. Brown, City Attorney

**CITY OF ST. HELENA
RESOLUTION NO. 2018-104**

**Resolution authorizing entering into a Memorandum Of Understanding (MOU)
between the Culinary Institute of America at Greystone (CIA) and the Saint Helena
Police Department for coordination Law Enforcement efforts**

RECITALS

- A. The City of St. Helena provides law enforcement services to the CIA on their campus and all the CIA owned properties; and
- B. The CIA staffs an around the clock security force that defers law enforcement activities to the Police Department; and
- C. The CIA is an accredited secondary institution that participates in Federal financial aid programs; and
- D. As such the CIA is subject to all the requirements of the "Clery Act"; and
- E. The Police Department records and maintains the statistical information the CIA requires to comply with the Clery Act; and
- F. No additional funds will be required from the General Fund for this MOU.

RESOLUTION

The City Council of the City of St. Helena hereby resolves as follows:

- 1. Entering into an MOU between the CIA and the Police Department for coordination of Law Enforcement efforts is approved.
- 2. The City Manager is authorized to sign the MOU on behalf of the City.

Approved at a Regular Meeting of the St. Helena City Council on July 24th, 2018, by the following vote:

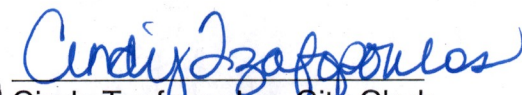
Mayor Galbraith:	Yes
Vice Mayor White:	Yes
Councilmember Dohring:	Yes
Councilmember Koberstein:	Yes
Councilmember Ellsworth:	Yes

APPROVED:


Alan Galbraith, Mayor



ATTEST:


Cindy Tzafopoulos, City Clerk