



**Memorandum of Understanding
Preserving the Quality of Life and Safety
For the**

The Cleveland Historic Warehouse District and Adjoining Neighborhoods

This Memorandum of Understanding is entered into between the Warehouse District Business Owners and Residents, the Historic Warehouse District Development Corporation (HWDDC), the Downtown Cleveland Alliance (DCA), Downtown Cleveland Residents Association and the Cleveland City Council Member for Ward 3 (Council Member). The parties met on November 4, 2010, December 2, 2010, January 5, 2011, and March 1, 2011, in a cooperative effort to improve relations and communications between them for the benefit of all businesses, residents and visitors in the Cleveland Historic Warehouse District and adjoining neighborhoods. The U.S. Department of Justice Community Relations Service provided mediation services for the parties involved.

Through these mediation sessions, representatives of the affected parties have discussed proposals directed toward improving public safety, race relations, and interactions between the Warehouse District Business Owners and Residents, visitors to the District and local law enforcement officials. This Memorandum of Understanding is meant to address specific concerns over business operations, law enforcement, community policing, and race relations issues in the District and is referred to as ***The Cleveland Historic Warehouse District MOU or the MOU.***

Definitions:

Businesses shall mean those licensed businesses located in the Warehouse Historical District.

Crisis Intervention Personnel (CIP) shall mean security personnel or staff assigned as security for the Businesses (Bouncers).

Off-Duty Certified Law Enforcement Officers (LEO) shall mean a certified law enforcement officer who is officially off work and serving in a non-governmental capacity as a security staff member for the Businesses. A certified law enforcement officer has misdemeanor arrest powers within the City of Cleveland.

Points of Consensus, Understanding and Agreement:

Public Safety & Security (I, II, & III) Requirements

I. All Businesses that have at least 60% of their total sales in alcohol and stay open past midnight on Friday or Saturday, or that hold a special event that draws at least 100 patrons, or any other special event at the Business owner's expense, or on holidays, or that serve over 100 patrons on any given night from 12-2:30 a.m., shall have at least 1 LEO per 200 patrons and 2 CIP per each 100 patrons on duty. It is understood that the LEO shall provide security around the exterior of a Business. The CIP shall provide security within the interior of a Business. It is understood that the CIP may call LEO into a Business for assistance, if needed.

II. All Businesses must verify that all LEO they employ are authorized to work secondary employment by their government employer and must provide Workers Compensation coverage for the time that the LEO is working for the business.

III. All Businesses that hire LEO do so with the understanding that the LEO shall patrol around the exterior of the business from the closing of the business until one hour after closing. All Businesses shall work collaboratively with the Cleveland Division of Police and DCA Ambassadors.

IV. Liquor Control

All Businesses will abide by all laws of the Ohio Division of Liquor Control, including, but not limited to prohibiting under-age sales of alcoholic beverages, prohibiting after-hours sales of alcoholic beverages, no happy hour prices after 9:00 p.m., prohibiting college ID or under 21 nights, and 2:30 a.m. closing time for Businesses where liquor sales make up the majority of the proceeds and the approved (patio) premise consumption, paying particular attention if serving on an outdoor seating area.

V. City Ordinances

All Businesses will abide by all City of Cleveland laws, in particular all laws pertaining to noise, public intoxication, and public orderliness in and around the business, including outdoor seating areas.

VI. Mutual Cooperation

All Businesses agree to work cooperatively with the City of Cleveland, the Cleveland Police Department, DCA, and HWDDC on the advancement and compliance of this MOU.

VII. Applicability Clause

All Businesses enter into this MOU with the understanding that the above goals and requirements extend to any current owner, new owner or promoter, or person who rents a venue from the Business in the Warehouse District, and will be held to the same community standards including those who hold a liquor permit liability clause.

VIII. Non-Compliance Clause

All Businesses agree to adhere to and abide by the provisions contained in this MOU. Any violation of the laws referenced in this MOU shall subject the offender to the penalties imposed by law. Any violation of the provisions contained in this MOU may result in the Council Member proceeding with objections to the renewal of a Business' liquor permit under R.C. Section 4303.271.

IX. Quarterly Meetings

All Businesses and residents agree to attend a quarterly Quality of Life meeting with representatives from the City of Cleveland, DCA, and HWCDC to discuss and monitor safety and quality of life issues. These issues may include standards of conduct and review processes.

X. Communications Protocol and Codes of Conduct

All Businesses that have CIP or LEO will work with DCA to establish a comprehensive radio system for the Historic Warehouse District (similar to the radio system used on East 4th Street) so that the LEO, Cleveland Division of Police, CIP and DCA ambassadors can work collaboratively and effectively. Cost, maintenance and operating procedures will be approved and developed jointly by all parties.

XI. Training

All Businesses, DCA and HWDDC agree to provide Cultural Competency training to their employees, staff, CIP, LEO and any employee of the aforesaid entities who is required to have contact with the general public in the performance of their duties. The Cultural Competency training shall include tiered Cultural Competency training that reflects the culture and diversity of the City of Cleveland and will be developed and provided by resource professionals identified with the assistance of the Community Relations Service of the Department of Justice. Training shall begin within six months after the signing of this MOU. Cost incurred for the trainings and payment to employees and staff to attend the trainings shall be paid by the Businesses, the DCA and HWDDC.

XII. Non-Discrimination Clause

All Businesses agree to post a Non-Discrimination Clause in the form of a placard that declares that accommodations and services shall be made available to all patrons without regard to race, color, national origin, religion, disability, gender, or sexual preference. The Non-Discrimination placard shall be developed within six months of the MOU signing as part of the quarterly Quality of Life meetings.

XIII. Standards of Behavior

All Businesses, DCA, and HWDDC agree to jointly establish a set of reasonable and non-offensive standards of behaviors for customers and patrons of the Warehouse District to be posted on-line and in Businesses in the Warehouse District. The standards of behavior will include but are not limited to statements that describe appropriate dress, offensive language, physical contact, offensive behavior, excessive alcohol consumption, and the right to refuse services. The standards of behavior shall be developed within the six months of the MOU signing as part of the quarterly Quality of Life meetings.

XIV. Diversity in Hiring

All Businesses agree to make a best effort to maintain a diverse complement of employees and staff that is reflective of the demographic make-up of the City of Cleveland. Diversity recruitment concerns and support will be discussed in the Quarterly Quality of Life meetings. Recruitment sources and employment opportunities may be shared in the Quarterly Quality of Life meetings toward resolution of needs or problems on this matter.

XV. Residents

Warehouse District residents will participate in Quarterly meetings as specified in this MOU to address and resolve specific issues relating to the quality of life in the Warehouse District. The Historic Warehouse District community will also include and coordinate with the Downtown Cleveland Residents Association in effort to share information and solutions that will benefit the entire downtown residential community. These issues include but are not limited to relationships with businesses, public nuisances, safety and services in the Warehouse District.

XVI. Community Support Partners

The parties agree to work together to establish a Peacemaker's Alliance community support group. The support group will be comprised of university partners (students), community members and residents who will volunteer to assist in resolving conflicts and disputes in the Warehouse District between patrons and LEO or Cleveland Division of Police personnel. Peacemaker's Alliance members will work with Cleveland Division of Police during their service. Peacemaker's Alliance members will receive training in conflict resolution and street mediation techniques prior to their deployment.

XVII. Dispute Resolution.

The Parties agree to utilize every means necessary to resolve disputes between them through mutually respectful dialogue to avoid polarization, resentment and tension. The Parties may seek assistance from the U.S. Department of Justice Community Relations Service, or any recognized formal dispute resolution service in Ohio. Each Party reserves its right to pursue any and all remedies available under the law in the event the other Party fails to comply with any legal obligation.

XVIII. Voluntary Agreement and Ethics Disclaimer.

This MOU is the result of voluntary mediation between the Parties and is not a result of duress, coercion or undue influence. Nothing in this MOU should be taken as an admission of wrongdoing by either Party. The terms and conditions contained herein are non-contractual and create no independent contractual obligation and/or duties upon any of the Parties hereto.

XIX. Terms of MOU and Renewal.

This MOU shall remain in effect for five years unless terminated or amended earlier by mutual consent of the Parties. Not later than 90 days before the expiration of the MOU, the Parties shall meet in good faith to discuss the benefits of the MOU and whether to renew the MOU beyond the stated term in its current form or in an amended form. No Party is obligated to continue the MOU after the expiration of the five year term.

XX. Amendment of MOU.

Amendments or modifications to this MOU may be made by written mutual agreement at anytime between the Parties.

XXI. Third-Party Rights.

Nothing in this Memorandum of Understanding is intended to create or diminish, nor shall anything in it be construed as creating or diminishing, any rights in any third-party entity or person that would not exist independently of this MOU.

XXII. Consummation

The undersigned Warehouse District Business Owners and Residents, Historic Warehouse District Development Corporation, Downtown Cleveland Alliance, Downtown Cleveland Residents Association and Cleveland City Council Member for Ward 3 agree to work together as a community to sustain the Historic Warehouse District as a vibrant, economically viable mixed-use district where residents, office tenants, merchants, restaurants, bars, and nightclubs thrive.

IN WITNESS WHEREOF, the Parties have executed and delivered this MOU as of the 4th day of March, 2011, and the signatories hereto personally represent that this MOU is executed pursuant to legal authorization by the organizations or individuals on behalf of which they are signing.

Joe Cimperman
Council Representative, Ward 3

By:

**Historic Warehouse District
Development Corporation**

Downtown Cleveland Alliance

By:

By:

By:

Business Owner: _____

Printed Name: _____

Permit Premises: _____

Address: _____

Permit #: _____

Downtown Cleveland Residents Association

By:

Warehouse District Residents

By:

Witnessed by: _____

Kenith R. Bergeron
U.S. Department of Justice
Community Relations Service

Witnessed by: _____

A Non-Party Witness

Witnessed by: _____

A Non-Party Witness

Witnessed by: _____

A Non-Party Witness

