

Hamilton County, Ohio, nor the county were parties to the Collaborative Agreement, and further, neither were parties in the underlying litigation giving rise to the agreement.

2. The Plaintiff Simon L. Leis, Jr., is the Sheriff of Hamilton County, Ohio, and is empowered by state law to perform law enforcement functions within the boundaries of the county including those areas within the City of Cincinnati. In October 2005, Sheriff Leis publicly stated that his department was exploring the possibility of conducting law enforcement patrols within the City of Cincinnati. Following this pronouncement, the ACLU sent a letter to the Sheriff indicating that all structured law enforcement programs conducted within the City of Cincinnati are subject to the provisions of the Collaborative Agreement. (Letter attached as exhibit B).

4. As a result of the controversy that has arisen, the Sheriff seeks a determination that he and the employees of the Hamilton County Sheriff's Department are not parties to the "Collaborative Agreement," between the City of Cincinnati and the ACLU. Sheriff Leis further seeks judgment declaring that he and his department are not subject to the requirements of the "Collaborative Agreement," nor otherwise bound by its terms and conditions.

PARTIES

5. Plaintiff Simon L. Leis, Jr., is the Sheriff of Hamilton County, Ohio. Under the laws of the State of Ohio, he is the chief law enforcement officer of the county.

6. Defendant American Civil Liberties Union of Ohio, Foundation, Inc. is an Ohio corporation, domiciled in the State of Ohio.

FACTS

7. Plaintiff, as Sheriff of Hamilton County, commands a department of over 1000 deputy sheriffs. The jurisdiction of his department is countywide and includes those areas within municipal corporations in Hamilton County. Law enforcement functions performed by the Sheriff and his deputies are done under the authority of the Ohio Constitution, Revised Code (specifically Chapter 311), and common law. The Sheriff's power and jurisdiction to conduct law enforcement functions within Hamilton County are separate and independent from any jurisdiction which may be exercised by the City of Cincinnati and its Police Department.

8. Historically the City of Cincinnati, the largest municipality in Hamilton County has employed its own police force to enforce the criminal laws of Ohio within the city limits of Cincinnati. As a result, the Hamilton County Sheriff's Department has not generally patrolled within the city limits of Cincinnati.

9. In April of 2002, the City of Cincinnati, the ACLU, and others entered into a agreement to settle various lawsuits pending against the City of Cincinnati in Federal District Court for the Southern District of Ohio. The agreement, popularly known as the "Collaborative Agreement," was negotiated solely by the parties to the agreement. The agreement directs the manner in which Cincinnati police officers are to perform their jobs and establishes additional policy and procedural requirements for the Police Department.

10. The parties to the Collaborative Agreement did not include the Sheriff, his department, Hamilton County, or the State of Ohio. None of the foregoing persons or entities were parties to the underlying litigation or the negotiations which resulted in the Collaborative Agreement.

11. The Collaborative Agreement contains no specific references to the Sheriff, his deputies, the Sheriff's Department, or Hamilton County.

12. On numerous occasions, concerned residents and business owners have requested that the Sheriff's Department institute patrols within the city limits of Cincinnati, specifically in that area of downtown Cincinnati known as Over-the-Rhine.

13. The prospect of patrols by the Sheriff within the City of Cincinnati has generated substantial public discussion and comment.

14. As a result of the publicity attending the prospect of the Sheriff instituting patrols in Over-the Rhine, attorneys representing the ACLU notified the Sheriff by letter dated October 27, 2005, that the terms of the Collaborative Agreement apply to Sheriff and his deputies when they perform law enforcement functions within the city limits of Cincinnati. Upon information and belief, no other law enforcement agency conducting law enforcement functions within Cincinnati has received such a letter.

15. On December 7, 2005, the Sheriff instituted patrols in the vicinity of county buildings and areas in which commuting county employees park. The area in which these campus patrols are conducted includes the area bounded by Walnut Street on the west, Fifteenth Street on the north, and Ninth Street on the south. It includes the parking lots lying to the south and east of Central Parkway/Reading Road, and extends to the intersection of Reading Road and Liberty Street. On January 23, 2006, the Sheriff also conducted patrols in the area between Central Parkway and Liberty Street bounded by Race and Vine Streets.

CAUSE OF ACTION

16. The Sheriff brings this action under Chapter 2721 of the Ohio Revised Code specifically sections 2721.02 and 2721.03 seeking a declaration of his legal rights and status and those of his department and employees under the Collaborative Agreement.

17. Both parties are "persons" as that term is defined in R.C. §2721.01.

18. The ACLU as a party to the Collaborative Agreement is "person interested" in that agreement under R.C. § 2721.03.

19. The Sheriff, although not a party to the Collaborative Agreement, is a "person interested" in the written agreement through the insistence by the ACLU that he and his deputies are subject to its terms when conducting law enforcement functions within the City of Cincinnati.

20. A controversy has arisen between the parties with respect to the application of the Collaborative Agreement to the exercise of law enforcement functions by the Sheriff and his deputies within the City of Cincinnati.

21. A declaration of the applicability of the Collaborative Agreement to law enforcement functions performed by the Sheriff and his deputies within the City of Cincinnati will resolve the controversy that now exists.

PRAYER FOR RELIEF

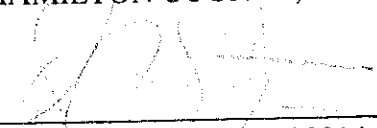
WHEREFORE, Plaintiff demands that this Court enter an Order declaring:

- A) Plaintiff Sheriff Simon L. Leis, Jr., is not subject to the Collaborative Agreement entered into on April 11, 2002 by the City of Cincinnati, the ACLU and others; and, further,

- B) Plaintiff Sheriff Simon L. Leis, Jr., together with his deputy sheriffs and the members of the Hamilton County Sheriff's Department are not subject to any of the requirements, terms or conditions of the "Collaborative Agreement" while enforcing the criminal laws of the State of Ohio or while conducting law enforcement functions within the city limits of the City of Cincinnati; and,
- C) For such other relief to which Plaintiff may be entitled.

Respectfully submitted,

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TRIAL ATTORNEYS FOR PLAINTIFF