

SETTLEMENT AGREEMENT
***Leis v. ACLU, et al*, USDC SD OH Case No. 1:06CV054**

This settlement agreement is entered into between Simon Leis, the Hamilton County Sheriff (HCSO), the American Civil Liberties Union of Ohio Foundation, Inc. (ACLU) and the City of Cincinnati (City). It is intended solely to resolve the disputes between the parties that are further described below and is not intended as an admission by any party on the merits of the litigation to which the agreement applies.

Whereas, the Sheriff of Hamilton County and the deputies that comprise the Hamilton County Sheriff's Office (HCSO) have independent legal jurisdiction under Ohio law to patrol within the City of Cincinnati and enforce the law;

Whereas, the HCSO has pursuant to this authority, commenced scheduled, structured patrols by deputy sheriffs in the Cincinnati neighborhood of Over the Rhine (OTR);

Whereas, the ACLU and the City are parties to a previous settlement agreement known as the Collaborative Agreement, a binding five year agreement effective August 5, 2002 with the goal of improving trust between citizens and the Cincinnati Police Department;

Whereas the Sheriff and the HCSO are not parties to the Collaborative Agreement nor were they parties to the lawsuit that resulted in the Collaborative Agreement, *In re Cincinnati Policing*, USDC, SD OH, Case No. C-1-99-317;

Whereas the Collaborative Agreement provides that, "The parties, their agents, successors and all persons in active concert or participation with any of them shall abide by the terms of this agreement;" and disputes have arisen as to whether this provision of the Collaborative Agreement applies to the structured law enforcement activities of HCSO conducted within OTR;

Whereas, the structured OTR patrols by the HCSO include joint roll call with the CPD, deputies carrying CPD radios while on patrol, and regular interaction between the HCSO and the Cincinnati Police Department (CPD) in an area of the City regularly patrolled by the CPD;

Whereas, Sheriff Leis has filed a lawsuit against the ACLU seeking a declaration that he and the HCSO are not subject to the Collaborative Agreement during the OTR patrols, *Leis v. ACLU, et al*, USDC SD OH Case No. 1:06CV054 (removed action), HCCP Case no. A0600652 (original action);

Whereas it is not the intent of Sheriff Leis to interfere with the ongoing function of the Collaborative Agreement and the obligations of the parties thereto;

Whereas the City of Cincinnati has intervened as a defendant in *Leis v. ACLU*;

Whereas, the parties to that lawsuit seek to resolve their differences in a manner that permits and encourages the HCSO OTR patrols to proceed and does not interfere with the obligations of the parties to the Collaborative Agreement;

THEREFORE, in consideration of the mutual obligations undertaken by each of the parties as set out below, the parties agree to resolve this dispute by focusing on the obligations of the parties going forward as follows:

1. The HCSO use of force policies and training shall be examined by Saul Green, monitor in *In re Cincinnati Policing* for the purpose of determining and certifying whether HCSO policies and training are substantially similar to the City of Cincinnati policies that have been deemed in compliance by the monitor. If that certification cannot be made, the monitor shall provide written notice to the parties specifying the dissimilarities. The ACLU and the Sheriff agree to meet and attempt to resolve any dissimilarities issue before returning to court, and may ignore the insubstantial dissimilarities by agreement.
2. The HCSO deputies assigned to the structured OTR patrol will request assistance from CPD mental health response teams when responding to a situation in which such assistance is appropriate. HCSO deputies will insure that they receive appropriate training regarding this resource.
3. Consistent with the initial instructions from Sheriff Leis, the HCSO will continue to instruct deputies involved in the structured OTR patrols to interact with citizens in a positive manner, making friends, building trust, and enforcing the law with an even hand.
4. The HCSO agrees that its deputies will participate in interviews by investigators from the Citizen's Complaint Authority (CCA) when the CCA is investigating use of force or complaints against Cincinnati Police Officers. In case of joint action by deputies and city police officers, the investigator may need to ask questions about all of the actions of the various participants to determine what actions were taken by the CPD officers. The HCSO is not agreeing to be subject to the jurisdiction of the CCA regarding its own officers.
5. The HCSO will investigate any claims of misconduct by its own officers engaged in the OTR structured patrol and agrees to share with the CCA a complete copy of any internal investigation done by the HCSO based on any such complaint.
6. The HCSO agrees to continue making available all records of patrol and law enforcement activity generated during HCSO structured OTR patrols, including those records that reflect the race of the citizens interacting with the HCSO deputies.

7. The City and ACLU agree, as appropriate, to inform the HCSO of CPOP efforts underway in OTR as part of the joint roll call for the officers.
8. The activities of HCSO covered by this agreement include only the structured patrol activity in OTR and do not include other ongoing operations of the Sheriff and HCSO, including but not limited to: warrant service, court services, prisoner transportation, corrections, campus patrols, participation in operational law enforcement task force activity other than the patrol activity mentioned in this agreement regardless whether or not CPD is also a participant, investigations by HCSO within the City of crimes occurring outside its borders, and unplanned law enforcement activity by deputies occasioned by observed criminal activity.
9. In the event that a party believes a breach of this agreement has occurred, it shall provide written notice specifying the alleged breach of the terms of this agreement to all parties. Following notice, the parties shall not file any court action for 14 days. During this period, the parties shall attempt to resolve the dispute without court intervention.
10. All obligations included in this settlement agreement shall terminate upon the earlier of: 1) the termination of the court supervision of the Collaborative Agreement as specified in that agreement, or 2) the cessation of the scheduled, structured patrol activities by HCSO in OTR.
11. The Sheriff shall cause this settlement agreement to be entered as a Special Order and shall distribute same to all deputy sheriffs who are participating in the structured patrols in OTR.
12. Upon the execution of this settlement agreement, the parties agree to stipulate the conditional dismissal of *Leis v. ACLU Foundation, et al*, USDC SD OH Case No. 1:06CV054, under F.R.C.P. 41(a). Jurisdiction of the court shall be preserved for enforcement of these terms consistent with *Kokkonen v. Guardian Life Insurance of America*, 511 U.S. 375, 114 S.Ct. 1673 (1994) and *Caudill v. North American Media Corp.*, 200 F.3d 914 (6th Cir. 2000).
13. All notices required under this settlement agreement shall be sent to:

HSCO:

Sean D. Donovan
Chief Deputy
Hamilton County Sherriff's Office
Room 110 Hamilton County Justice Center
1000 Sycamore Street
Cincinnati, Ohio 45202

ACLU:

Alphonse A. Gerhardstein
Gerhardstein, Branch, and Laufman
1409 Enquirer Building
617 Vine Street
Cincinnati, Ohio 45202

City of Cincinnati:

Milton R. Dohoney, Jr.
City Manager
City of Cincinnati
801 Plum Street
Cincinnati, OH 45202

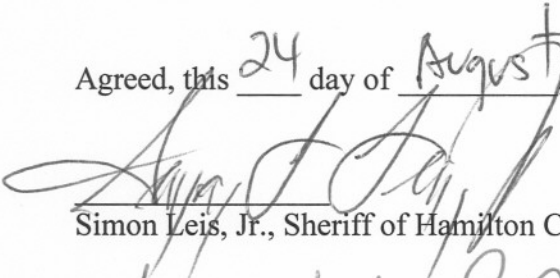
AND

Thomas H. Streicher, Jr.
Chief of Police
310 Ezzard Charles Drive
Cincinnati, Ohio 45202

AND

J. Rita McNeil
City Solicitor
Room 214 City Hall
801 Plum Street
Cincinnati, Ohio 45202

Agreed, this 24 day of August, 2006.


Simon Leis, Jr., Sheriff of Hamilton County, Ohio


City of Cincinnati

By:

Thomas H. Streicher, Jr. Chief of Police

A handwritten signature in cursive script, reading "Alphonse A. Gerhardstein". The signature is written in dark ink and is positioned above a horizontal line.

American Civil Liberties Union of Ohio Foundation, Inc.
By: Alphonse A. Gerhardstein