

*MEMORANDUM OF UNDERSTANDING*  
Between  
*THE SUMMIT COUNTY SHERIFF'S OFFICE*  
And  
*(All Participating Agencies)*

This Memorandum of Understanding (MOU), is entered into by and between the Summit County Sheriff's Office, (hereafter "the Sheriff"), located at 53 University Avenue, Akron, Ohio 44308 and  
The University of Akron,

hereafter "Participating Agency"), located at  
302 Buchtel Common, Akron, Ohio 44325,

(collectively referred to as "parties") to set forth the terms and conditions which will be binding on the parties with respect to participation in the Summit County Drug Unit (hereafter "the Unit"). Failure of the parties to abide by this agreement shall result in revocation of privileges to participate in the Unit as well as any other remedies provided for under the law.

This MOU is effective as of the date of signature by the chief executive law enforcement officer (hereafter "the Chief") of the Participating Agency and applies to all activities engaged in by the Participating Agency's member of the unit. The designated Participating Agency's representative identified below represents that he/she is authorized by his/her jurisdiction to enter into this agreement on behalf of the Participating Agency.

**ARTICLE I: AUTHORITY**

The Sheriff is authorized by the Unit's Board of Control to supervise all members of the Unit regardless of their employment by the Participating Agency.

**ARTICLE II: TERMS AND CONDITIONS**

The Unit's Chain of Command shall be:

Commander of the Unit  
Sheriff's Lieutenant/Captain assigned to the Unit  
Sheriff's Sergeant assigned to the Unit

Supervision of the Unit member(s) shall be by the Unit's Chain of Command. While performing any and all narcotics duties under the authority of the Unit, the Unit member(s) is directly accountable to the

Unit's Commander and the Unit's Chain of Command, as if they were the member's supervisor from his/her Participating Agency.

All legal and legitimate requests and orders by the Unit's Chain of Command shall be followed by the Unit member(s).

No member(s) of the Unit, even if ordered by any member of the Unit's Chain of Command, shall engage in any illegal or unlawful activity in violation of the laws of the United States, the Constitution of the United States, the laws of the State of Ohio, the Ohio Constitution and any ordinance of Summit County or any ordinance of any municipality in which the Unit member may be conducting Unit business. No member shall engage in any other activity that would be detrimental or harmful to the Unit and its other members. Any request by the Unit's Chain of Command of a Unit member to engage in any illegal or unlawful activity shall immediately be reported to writing to the next ranking officer in the Unit's Chain of Command and also to the Participating Agency's Chief/Board Member. No member of the Unit shall witness any other member of the Unit engaging in any illegal or unlawful activity without reporting such activity in writing through the Unit's Chain of Command. Any illegal or unlawful activity of a Unit member will result in revocation of the privileges of the member to participate in the Unit.

Members of the Unit shall abide by all of the following policies, procedures, rules and regulations (hereafter "policies") enumerated and labeled the Summit County Drug Unit's Policies and Procedures. A written copy of such policies will be provided to each Unit member and the Participating Agency's Board Member. Failure to abide such policies will result in revocation of the privileges of the member(s) to participate in the Unit. If the Participating Agency's policy, procedure, rule or regulation is more restrictive, the member of that Participating Agency will also be expected to abide by and follow that Participating Agencies policy and procedure, rule and regulation.

**POLICIES:**

1. Use of Force Policy
2. Informant Policy
3. Reverse Buy Policy also known as Sale of Controlled Substances Policy
4. Vehicle Pursuit Policy
5. Seizure and Forfeiture Policy
6. Evidence - Chain of Custody Policy
7. Harassment and Discrimination Policy
8. Confidential Funds Policy
9. Controlled Purchases/Undercover Purchases Policy
10. Critical or Traumatic Incident Policy

11. Vehicle Tow Policy

Each member will also abide by his Participating Agencies policies, procedures, rules and regulations

**ARTICLE III: TIME OF PERFORMANCE**

This Agreement shall be binding upon both parties, and shall remain in effect as long as the Participating Agency has a member assigned to the Unit. This Agreement may be amended by mutual agreement of both parties. Any and all amendments shall be in writing and signed by both parties.

**ARTICLE IV: TERMINATION**

The Participating Agency may terminate its participation in the Unit by giving the Board of Control written notice. Upon receipt of the notice this agreement becomes null and void.

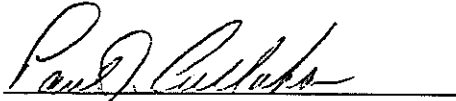
The Unit may terminate a Unit member's participation for failing to comply with any article of this MOU. The Participating Agency, may assign a different member to the Unit who will be bound by the terms and conditions of this MOU.

**ARTICLE V: NON-FORBEARANCE**

No act of forbearance or failure to insist on the prompt performance by Unit Member of his/her obligations under this Agreement, either express or implied, shall be construed as a waiver by the Sheriff of any of its rights hereunder. If this MOU conflicts with any other agreements, the MOU shall be controlling.

WHEREAS the above named parties agree to the terms as set forth herein, the parties have executed the MOU as set forth below.


APPROVED BY:



Paul J. Callahan  
Chief of Police  
The University of Akron Police Department

9/23/02  
Date

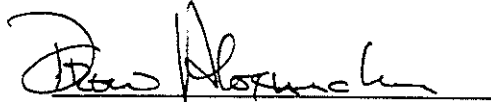
AGREED:  
THE UNIVERSITY OF AKRON



Luis M. Proenza  
President

9/19/02  
Date

SUMMIT COUNTY SHERIFF'S OFFICE



Drew Alexander  
Sheriff

9-23-02  
Date