



Village of Cuyahoga Heights Police Department

5480 Grant Avenue • Cuyahoga Heights, OH 44125

Chief Brian D. Sturgill • Phone: (216) 640-2045 • Fax: (216) 883-4832

B.Sturgill@Cuyahogaheights.com

September 13, 2021

Chief John Majoy
Newburgh Hts. Police Dept.
3807 Harvard Ave.
Newburgh Hts. OH, 44105

Chief Majoy:

As we have discussed on a previous occasion, it has been some time since the "mutual aid agreement" between our two agencies has been reviewed and/or updated.

Enclosed you will find two (2) copies of a standard mutual aid agreement that have been created by our law director.

If the documents are found acceptable (after your agency's review), please return one of the ratified and fully endorsed originals to my office. I understand that this may take some time, as you may need the approval of your municipality's governing body.

If there are any concerns about the language or the agreement in general, please contact Cuyahoga Heights Law Director-Ben Chojnacki or myself.

Mr. Chojnacki can be contacted by e-mail at bchojnacki@walterhav.com.

Thank you for your time and consideration on this matter.

Fraternally;

A handwritten signature in blue ink that reads "Chief Sturgill".

Brian D. Sturgill
Chief of Police

Police Mutual Aid Agreement

Between

The Village of Cuyahoga Heights

And

The Village of Newburgh Heights

This Agreement is made this _____ day of _____, 2021 by and between the **Village of Cuyahoga Heights** ("Cuyahoga Heights") and the **Village of Newburgh Heights**, political subdivisions located in Cuyahoga County, Ohio, for the mutual benefit of **Cuyahoga Heights** and the **Village of Newburgh Heights** (collectively the "Parties").

RECITALS

WHEREAS, The Parties seek to enter into a law enforcement mutual aid agreement;

WHEREAS, The Parties desire to obtain for their citizens expanded emergency response through increased police protection; and

WHEREAS, the intended purpose of this Agreement is to improve police law enforcement services for the citizens of the Communities by making the most efficient possible use of the equipment and manpower of the Communities' respective police departments; and

WHEREAS, the Parties realize that emergency situations demand immediate response and the Parties believe it is in their best interest to enter into the mutual aid agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Each party to this Agreement agrees to respond, upon request of the police chief, his/her designee, or Mayor of any party to this Agreement, for such police manpower or equipment as necessary to respond to police emergency calls throughout the entire geographical area of the communities involved herein. Upon receipt of a request for assistance from one Party, the other Party, in their sole discretion, shall determine what can be reasonably spared at the time of the request without placing their own community in jeopardy.
2. The execution of this Agreement by any party to this Agreement shall not give rise to any liability or responsibility for failure to provide said manpower and/or equipment to the other Community.

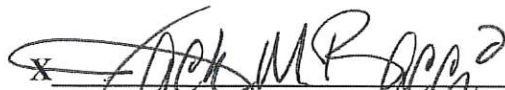
3. No charges shall be made by either Party for services rendered by one to the other under the provisions of this Agreement.
4. Each party to this Agreement shall assume the expense of loss or damage to its own equipment that may occur while in the other party's territorial limits or while rendering assistance to the other party and nor shall there be any reimbursement for any indemnity and/or premium contribution assessed against the employing subdivision for Worker's Compensation benefits arising by reason of injury or death to a member of the police department of said political subdivision by engaging in rendering services under this Agreement.
5. Neither Party is obligated under this Agreement, to indemnify or hold harmless the other for any damages awarded by a court of competent jurisdiction in any civil action arising from any action or omission of any officer acting under this Agreement. Neither party shall be or deemed to be acting as an agent for the other. Nothing in this Agreement is intended to and shall not be construed to constitute a waiver of either party's defenses, including immunity.
6. That this Agreement shall remain in effect until such time as one party gives any of the other parties a thirty-day (30) written notice indicating its intention to terminate the same.


IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 20__.

IN THE PRESENCE OF:

VILLAGE OF CUYAHOGA HEIGHTS

VILLAGE OF NEWBURGH HEIGHTS

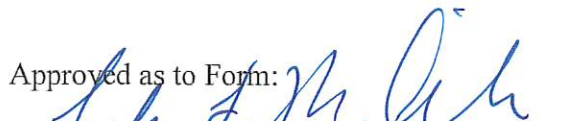
X 
 Jack M. Bacci, Mayor and Safety Director

X 
 Trevor Elkins, Mayor

X 
 Brian D. Sturgill, Chief of Police

X _____
 John Majoy, Chief of Police

Approved as to Form:
 X 
 Ben Chojnacki, Director of Law

Approved as to Form:
 X 
 Luke McConville, Director of Law