**MUTUAL AID COMPACT**

This Mutual Aid Compact (“Compact”) is dated \_\_\_\_\_\_\_\_\_\_\_, 20\_\_, and is between the Coroner of Union County, Ohio, 128 South Main Street, Marysville, Ohio, 43040 (Union), and the Coroner of County, Ohio, ( ) (collectively, “Parties”).

**Whereas**, Revised Code section 312.05(A) authorizes a county coroner to make contracts to obtain and to provide in aid of the coroner in the execution of the coroner’s powers and duties; and

**WHEREAS**, the Union and make this Compact to enhance the capabilities of each office of the county coroner to provide their respective citizens more efficient services during emergency situations and as needed in other circumstances that exceed the capability of a single agency to respond successfully; and,

**WHEREAS**, the Parties desire to provide for mutual assistance by the interchange and use of their respective personnel and equipment within their respective service areas without limitation, but generally in accord with these guidelines; and

**NOW, THEREFORE,** the parties, in consideration of the mutual promises and obligations here by the other;

**SECTION 1:**

Each of the Parties agrees to furnish upon request of the Coroner of the other Party, such personnel, supplies, and equipment as requested in so far as such personnel and equipment is available in the opinion of the Coroner of the Party receiving the request for aid. The requesting party will contact the other party by cell phone or through the Sheriff’s Office of the requesting party.

**SECTION 2:**

Any coroner personnel and equipment furnished upon request may be recalled at the sole discretion of the Coroner of the Party furnishing such personnel and equipment.

**SECTION 3:**

The parties agree there shall be no reimbursement for loss or damage to equipment used in activity under this Compact. The Parties agree there shall be no reimbursement for any indemnity award or premium contribution assessed against the employing Coroner for workers’ compensation benefits arising by reason of injury or death to a member of a Party while engaged in rendering services under this Compact.

**SECTION 4:**

The Parties agree that their respective personnel acting outside the political subdivision in which they are employed may participate in any pension or indemnity fund established by their employer to the same extent as while acting within the employing subdivision and they are entitled to all the rights and benefits of sections 4123.01 to 4123.94, inclusive, of the Ohio Revised Code, to the same extent as while performing law enforcement services within the subdivision in which they are employed.

**SECTION 5:**

The Parties agree that the consideration herein is derived from the mutual benefit to each party in increased law enforcement protection, and that no charge shall be made to any political subdivision entering into this compact for services rendered by any other political subdivision under this Compact. Provided, however, the requesting party shall be responsible for any autopsy fees, toxicology fees, and fees for the transportation of the decedent to the autopsy facility or holding facility.

**SECTION 6:**

At any occasion to which assistance is called under this compact, the Coroner of the requesting agency on duty when the mutual aid request is made, shall have full charge and authority over any assisting equipment and personnel responding to such call.

**SECTION 7:**

The Parties agree this Compact shall be in effect beginning the both Parties have signed it for a period of six (6) months and may be extended by agreement of the Parties. Either Party may terminate this Compact by giving written notice, hand-delivered or sent by certified U.S. mail, to the other Party.

**SECTION 8:**

The Parties agree that all personnel of the responding agency when responding to a call for assistance shall be acting within the scope of their employment while enroute to, enroute from, and while acting within the territory of the requesting law enforcement agency, provided that the responding personnel are following their own department’s policies and procedures.

**SECTION 9:**

The Parties agree there shall be no liability, responsibility, nor cause for action for breach of contract between the parties to this compact if a request for assistance is denied, delayed, or inadequate, or, if furnished assistance is not needed upon arrival.

**SECTION 10:**

Each Party will be responsible for its own acts and omissions and the actions of its own personnel who respond to the other Party’s request for assistance. Subject to any defenses and immunities, each Party will be responsible for any and all damages, costs, and expenses that arise out of the negligence, tortious acts, or other conduct of itself or its respective agents, officers, or employees.

In no event shall either Party be liable to the other Party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

**SECTION 11:**

This Compact may be executed in two or more counterparts including signing a facsimile or scanned, electronic version, which together shall constitute a single instrument. This Compact and any document relating to it may be executed and transmitted to any other party by facsimile or other electronic imaging method, which shall be deemed to be, and utilized in all respects as, an original, wet-inked, manually executed document. This Compact shall become effective only when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood and agreed that all Parties need not sign the same counterparts.

**IN WITNESS WHEREOF**, the Parties have made this Compact duly authorized by Ohio Revised Code Section 312.05(A).

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David T. Applegate II, M.D. Name

Union County Coroner County Coroner

Approved as to Form: Approved as to Form:

**/s/ Thayne D. Gray**

Thayne D. Gray, Asst. Pros. Atty.