

## AGREEMENT FOR APPOINTMENT OF DEPUTIES

THIS AGREEMENT is executed and entered into as of the 14th day of March, 2024, by and between Steve Wilson in his capacity as Sheriff of Walker County, Georgia (herein "Sheriff Wilson"), and the City of Lookout Mountain, Georgia, a Georgia municipal corporation (herein the "City").

WHEREAS, Sheriff Wilson and/or other members of the Walker County Sheriff's Department may, from time to time, require backup or assistance from police officers of the City; and

WHEREAS, the parties have agreed that Sheriff Wilson will deputize police officers of the City for the limited purpose of providing backup and assistance to the Walker County Sheriff's Department when needed; and

WHEREAS, Sheriff Wilson and the City desire and intend that police officers of the City, when acting as deputies as provided herein, shall have all authority, privileges and immunities afforded to peace officers in the State of Georgia, regardless of whether the City police officers are inside or outside the City's corporate limits;

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth below, Sheriff Wilson and the City agreed as follows:

1. Appointment of City Officers as Deputies. Sheriff Wilson will appoint police officers of the City as deputies of the Walker County Sheriff's Department. Each officer's appointment as a deputy will be effective upon their appointment and the administration of an oath of office. The parties agree that any requirement for the execution of a bond by the City police officers is inapplicable and, in any event, is expressly waived.

2. Appointments Limited in Scope. The deputization of the City police officers is for particular situations and purposes only, specifically when the City officers are needed, in their official capacities as law enforcement officers, to provide backup and assistance to the Walker County Sheriff's Department with calls or emergencies outside the City's corporate limits.

3. Privileges and Immunities. Police officers of the City, when providing backup or assistance to the Walker Sheriff's Department as provided herein, whether within or outside the corporate limits of the City, shall be entitled to the maximum privileges, exemptions, rights, and immunities, governmental and otherwise, available to local government and law enforcement personnel under the Constitution and laws of the State of Georgia. Without limiting the generality of the foregoing, the parties expressly agree:

(a) The City and its police officers shall at all times be considered to be acting in a governmental capacity and shall be entitled to all rights, exemptions, privileges and immunities from liability afforded under the Constitution and laws of the State of Georgia to deputy sheriffs and municipal police officers acting in the performance of their duties.

(b) The City and its police officers shall be entitled to all of the same rights, exemptions, privileges, and immunities (governmental and otherwise) available to municipalities and their personnel under the Constitution and laws of the State of Georgia as they would when performing services within the City's corporate limits.

(c) Neither of the parties to this Agreement nor any of their respective personnel shall be liable to the other party or to any third party for a failure to respond to a call or to a request for backup or assistance.

The foregoing provisions are intended to supplement and are in addition to and not in lieu of (a) the provisions of any other mutual aid or intergovernmental agreement which provide for or confirm either of the parties' privileges, immunities (governmental and otherwise), and/or limitations of liability, and (b) the privileges, immunities (governmental and otherwise), and/or limitations of liability which the parties otherwise enjoy while performing services in their respective jurisdictions.


4. Duration of Appointment. Unless this Agreement is earlier terminated as provided in Section 5 below, the appointments of the City police officers as deputies of the Walker County Sheriff's Department shall continue for so long as each officer is employed as a law enforcement officer by the City. Upon the officer's resignation or termination as a law enforcement officer of the City, the officer's deputization by the Walker County Sheriff's Department shall automatically cease, unless the officer is separately deputized in connection with the officer's employment with another municipal or county agency.

5. Termination. Either party may terminate this Agreement by providing written notice of termination to the other party at least thirty (30) days in advance of the date on which the termination is to be effective.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SHERIFF OF WALKER COUNTY,  
GEORGIA

CITY OF LOOKOUT MOUNTAIN,  
GEORGIA

By:   
\_\_\_\_\_  
Steve Wilson

By:   
\_\_\_\_\_  
Mayor