

MUTUAL AID AND ASSISTANCE AGREEMENT

This Mutual Aid and Assistance Agreement (the "Agreement") is made and entered into this _____ day of _____, 201__ by and between the Mayor and Aldermen of the City of Savannah (the "City of Savannah" or "Savannah") and [LOCAL GOVERNMENT]("").

WITNESSETH:

WHEREAS, the Constitution of the State of Georgia of 1983 at Article 9, Section 3, Paragraph 1 provides that municipalities, counties and political subdivisions of this State may enter into agreements with one another for the provision of services by intergovernmental agreements for a period not to exceed fifty years; and

WHEREAS, the Georgia Mutual Aid Act of 1988 (the "GMAA"), O.C.G.A. §§ 36-69-1 *et seq.*, provides for intergovernmental cooperation in the provision of extraterritorial police services and assistance in the event of a local emergency; and

WHEREAS, the City of Savannah and [LOCAL GOVERNMENT] specifically recognize the reciprocal benefits associated with the availability and furnishing of extraterritorial assistance in the event of a local emergency.

NOW, THEREFORE, in consideration of the mutual agreements herein made, the City of Savannah and [LOCAL GOVERNMENT] do hereby mutually agree as follows:

ARTICLE I INCORPORATION OF RECITALS

The recitals set forth in this Mutual Aid and Assistance Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

ARTICLE II DEFINITIONS AND AUTHORITIES

For purposes of this agreement, the following terms and expressions shall apply:

(a) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this agreement during an emergency or disaster.

(b) "Assisting Party" means a Participating Party that provides assistance pursuant to this agreement during an emergency.

(c) “Authorized Representative” means a Participating Party’s elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide assistance under the terms of this agreement. The City of Savannah’s Authorized Representative shall be the Chief of the Savannah Police Department.

(d) “Local Emergency” means the existence of conditions of extreme peril to the safety or persons and property within the territorial limits of the City of Savannah or [LOCAL GOVERNMENT] caused by natural disaster, riot, civil disturbance, or other situation presenting major law enforcement and other public safety problems, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Savannah or [LOCAL GOVERNMENT].

(d) “Participating Party” or “Participating Parties” refers to the City of Savannah and [LOCAL GOVERNMENT], which became parties to this agreement by their approval and execution hereof.

(e) “Requesting Party” means a Participating Party that requests assistance pursuant to this agreement during an emergency.

Any term or expression not defined in this agreement shall have the meaning specified in the Georgia Mutual Aid Act, as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE III PARTICIPATING PARTY RESPONSIBILITIES

(a) Upon receipt of a request from a Requesting Party for assistance in a local emergency, the prevention or detection of violation of any law, the apprehension or arrest of any person who violates a criminal law of the state of Georgia, or in any criminal case, the Assisting Party shall take such action as is necessary to provide and make available the public safety resources contemplated by and in accordance with this Agreement. The Assisting Party may withhold or withdraw its resources if, in its sole discretion, to do otherwise would leave its jurisdiction without sufficient personnel or assets to service any incident which might subsequently arise therein. Requests for assistance may be verbal or in writing; provided, however, that verbal requests shall be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

- (1) A description of the emergency service function for which assistance is needed;
- (2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed; and

- (3) The specific place and time for staging of the Assisting Party's response and a point of contact at that location.
- (b) The Assisting Party will:
- (1) Maintain daily personnel time records, material records and a log of equipment hours, or mileage as may be appropriate; and
 - (2) Report work progress to the Requesting Party at mutually agreed upon intervals.

Employees of the Assisting Party shall remain employees of their own agency and operate under the command and control of their regular leaders; however, the organizational units will come under the operational control of the Requesting Party.

ARTICLE IV LIMITATIONS AND EXCEPTIONS

(a) The provisions of this agreement shall not be construed as creating a duty to respond to a request for assistance on the part of any emergency or public safety personnel of a Participating Party. Furthermore, this agreement shall not be construed to create a duty on the part of any emergency or public safety personnel to remain at the scene of a local emergency for any length of time.

(b) The Assisting Party may at any time recall its assistance when in the best judgment and sole direction of its Authorized Representative, or by order of the governing body of the Assisting Party, it is considered to be in the best interests of the assisting party to do so. When continued assistance requires the recall of additional or off-duty personnel by the Assisting Party, that fact shall be communicated to the Requesting Party and, when approved by the Requesting Party, compensation of those individuals shall become the Requesting Party's responsibility.

(c) Requests for Savannah Police Department specialized team services (Hostage Negotiation, Special Weapons and Tactics, Explosive Ordnance Disposal and Underwater Search and Recovery) are specifically excluded from the scope of this agreement. These Services will be governed under a separate Inter governmental agreement, previously circulated.

(d) In accordance with O.C.G.A. § 36-69-10, as amended, the provisions of this agreement shall not apply to any emergency in which the chief executive officer of a Participating Party assigns or makes available for duty the employees, property or equipment of that party relating to fire-fighting, engineering, rescue, health, medical and related services, and to police, transportation, construction and similar items or services for emergency management purposes outside of the physical limits of the Participating

Party as provided by the Georgia Emergency Management Act, O.C.G.A. §§ 38-3-27, *et seq.*, as amended.

ARTICLE V
PRIVILEGES AND IMMUNITIES FROM LIABILITY

(a) In accordance with O.C.G.A. § 36-69-4, as amended, whenever the employees of a Participating Party are rendering aid outside their political subdivision and pursuant to the authority contemplated by this agreement and GMAA, such employees shall have the same powers, duties, rights privileges and immunities as if they were performing their duties in the political subdivision in which they are normally employed.

(b) In accordance with O.C.G.A. § 36-69-6, as amended, all of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and all pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits which apply to the activity of Participating Party officers, agents or employees when performing their respective functions within the territorial limits of their respective political subdivisions shall apply to such officers, agents or employees to the same degree, manner and extent while engaged in the performance of any of their functions and duties extraterritorially under the terms of this agreement and authority of GMAA.

(c) In accordance with O.C.G.A. § 36-69-7, as amended, neither a public safety agency which requests assistance pursuant to this agreement, nor the Participating Parties shall be liable for any acts or omissions of the employees of an Assisting Party rendering assistance extraterritorially under the terms of this agreement and authority of GMAA.

(d) No party to this agreement, nor any officer, employee or agent of any Participating Party, shall be liable to any person on account of failure of any party to furnish its emergency response equipment or personnel in response to a call for assistance.

(e) It is the express intent of the Participating Parties that the immunities specified herein shall be construed in accordance with Georgia law and shall apply in addition to any other immunities provided by statutory or case law.

ARTICLE VI
REIMBURSEMENT

(a) Assisting Party shall be responsible for the direct cost of replacement or repair of any of its equipment damaged or destroyed while at the Requesting Party's emergency site; provided, however, where the damage or destruction is solely the result of errors, negligent acts or omissions of the Requesting Party or any of its agents, employees or officials, the Requesting Party shall be responsible for such replacement, repair or reimbursement.

(b) The Requesting Party shall at the option of the Assisting Party either replace or reimburse the Assisting Party for the direct cost of all materials consumed or expended by the Assisting Party in the course of rendering mutual aid pursuant to this agreement while at the Requesting Party's emergency site.

(c) Each Participating Party shall provide for the payment of compensation and death benefits to its injured employees and the representatives of deceased employees in case such employees sustain injuries or are killed while rendering aid pursuant to this agreement, in the same manner and on the same terms as if the injury or death were sustained within their own jurisdiction.

(d) Each party shall bear its own responsibility and be liable for any claims, demands, suits, actions, damages and causes of action arising out of or occurring during travel to or from its own or a Requesting Party's emergency site and no indemnification or hold harmless agreement shall be in effect concerning such claims, demands, suits, actions, damages and causes of action.

ARTICLE VII ASSIGNMENT

No part of this agreement is assignable to any other person.

ARTICLE VIII VALIDITY

This agreement shall be construed to effectuate the purposes recited herein. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held to be invalid, the constitutionality of the remainder of this agreement and applicability thereof to other persons and circumstances shall not be affected thereby.

ARTICLE IX TERM OF AGREEMENT

This agreement shall be effective as of the date set forth above and shall continue for a term of one year. This agreement shall automatically renew for additional one-year terms not to exceed forty-nine years unless terminated in accordance with Article X below. Each term shall constitute a separate agreement.

ARTICLE X TERMINATION OF AGREEMENT

Either Participating Party may withdraw from this agreement by mailing notice of withdrawal, approved by its governing body, but no such withdrawal shall take effect

until 30 days after the governing authority of the withdrawing party has given notice in writing of such withdrawal to the governing authority of the non-withdrawing party. Such action shall not relieve the withdrawing party from obligations assumed hereunder prior to the effective date of withdrawal.

Agreed:

THE MAYOR AND ALDERMEN OF
THE CITY OF SAVANNAH

ATTEST:

Roberto Hernandez
CITY MANAGER

CLERK OF COUNCIL

[LOCAL GOVERNMENT]

ATTEST:

[MANAGER/MAYOR]

CLERK OF [CITY/COUNTY]