# AGREEMENT FOR SPECIAL MUTUAL AID – CRIME SUPPRESSION UNIT

This Agreement (the "Agreement") is made and entered into this ___ day of _____, 2026, by and between the City of Peachtree City, Georgia ("PTC"), and the Town of Tyrone, Georgia ("Tyrone"), both municipal corporations of the State of Georgia (which are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

**WITNESSETH:**

WHEREAS, it is the responsibility of the governments of the City of Peachtree City, Georgia and the Town of Tyrone, Georgia to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

WHEREAS, the City of Peachtree City and the Town of Tyrone have determined that it is to the mutual advantage and benefit of the Parties to provide cooperative law enforcement and investigative assistance through the Crime Suppression Unit ("CSU") of the City of Peachtree City Police Department when requested by Tyrone; and

WHEREAS, the Parties desire to enter into this Agreement for mutual aid pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section 11, Paragraph 3, and O.C.G.A. § 36-69-1, et seq., "The Georgia Mutual Aid Act"; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereunto agree as follows:

## ARTICLE I – MUTUAL AID

**Paragraph 1.0** The City of Peachtree City Police Department agrees to provide Crime Suppression Unit services to the Town of Tyrone Police Department when requested and approved pursuant to this Agreement.

**Paragraph 1.1** CSU services may include, but are not limited to:

a. Specialized investigations;

b. Targeted enforcement operations;

c. Intelligence-led crime reduction initiatives;

d. Surveillance operations;

e. Interdiction operations; and

f. Other strategic enforcement activities mutually agreed upon by the Parties.

CSU services contemplated by this Agreement are intended primarily for non-emergency, strategic, and intelligence-driven enforcement efforts.

**Paragraph 1.2** The provision of CSU assistance shall be subject to the sole and absolute discretion of the PTC Police Chief or designee. PTC may approve, deny, condition, delay, limit, reduce, withdraw, or terminate assistance based upon personnel or resource availability, operational priorities, safety, legal or policy considerations, planning or intelligence, the scope or complexity of the requested operation, or any other circumstance that makes deployment inadvisable. Such denial, limitation, or withdrawal shall not constitute a breach of this Agreement, and PTC shall notify the Requesting Agency as soon as reasonably practical when assistance is withdrawn.

**Paragraph 1.5** While operating within the jurisdiction of Tyrone pursuant to this Agreement, PTC personnel shall exercise such law enforcement authority as is authorized by applicable Georgia law and as granted by the Requesting Agency. Tyrone shall provide written authorization and shall cross-commission CSU personnel when required to lawfully exercise enforcement authority within its jurisdiction.

**Paragraph 1.6** PTC CSU personnel shall remain employees of PTC for purposes of compensation, workers' compensation, supervision, liability, and other employment-related matters. Nothing contained in this Agreement shall create an employment, agency, or other contractual relationship between PTC personnel and Tyrone.

**Paragraph 1.7** Command and control of personnel and operations conducted pursuant to this Agreement shall be governed by Article III.

The Requesting Agency shall retain overall jurisdictional authority and responsibility for decisions concerning case direction, charging decisions, and prosecutorial strategy. The designated PTC CSU Supervisor shall retain operational control over PTC personnel assigned to the operation.

Coordination between the Parties shall follow unified operational principles whenever practical.

**Paragraph 1.8** To the extent necessary and as mutually agreed upon by the Police Chiefs or their designees, the Parties may participate in joint training exercises designed to promote interoperability of operations, communications, investigative practices, and operational philosophy.

## ARTICLE II – REQUEST PROCEDURES

**Paragraph 2.0** Requests for CSU assistance may be made by the Chief of Police, Major, Investigative Supervisor, or other command personnel designated by either Party.

**Paragraph 2.1** Requests for CSU assistance should include, whenever practical:

a. The nature of the investigation or operation;

b. Operational goals;

c. Known intelligence;

d. The anticipated timeline;

e. The anticipated scope of the operation;

f. Known threats or hazards;

g. Relevant command and contact information;

h. Staging location, when applicable; and

i. Any other information reasonably necessary to evaluate the request.

**Paragraph 2.2** Requests shall be coordinated through the respective command staffs. The PTC Police Chief or designee shall determine whether assistance is approved and, if approved, the level and scope of PTC participation.

**Paragraph 2.3** The Requesting Agency shall be responsible for ensuring that operations are supported by adequate planning, legal review when applicable, and appropriate risk assessment. PTC may require modifications to a proposed operation as a condition of participation.

PTC may require modifications to a proposed operation as a condition of its participation and may decline participation in any operation that it determines presents an unreasonable operational, legal, or safety risk.

## ARTICLE III – COMMAND AND CONTROL

**Paragraph 3.0** The Requesting Agency shall retain overall jurisdictional authority over operations occurring within its jurisdiction.

**Paragraph 3.1** The Requesting Agency shall retain responsibility for case direction, charging decisions, prosecutorial strategy, and final case disposition unless otherwise agreed upon in writing.

**Paragraph 3.2** The PTC CSU Supervisor shall maintain operational and tactical control of PTC CSU personnel assigned under this Agreement, subject to the overall jurisdictional command structure.

**Paragraph 3.3** PTC personnel shall report, as appropriate, to both the designated liaison or commander of the Requesting Agency and the PTC CSU Supervisor.

**Paragraph 3.5** In the event of a conflict between the policies of the participating agencies, PTC personnel shall adhere to their home agency policies unless otherwise expressly authorized by competent authority.

## ARTICLE IV – EVIDENCE AND CASE MANAGEMENT

**Paragraph 4.0** The Requesting Agency shall retain primary responsibility for case ownership unless otherwise agreed upon in writing.

**Paragraph 4.1** Evidence collected during operations conducted pursuant to this Agreement shall be handled in accordance with the Requesting Agency's evidence procedures unless otherwise directed or mutually agreed upon.

**Paragraph 4.2** The chain of custody for evidence shall be clearly documented and maintained at all times.

**Paragraph 4.3** PTC reserves the right to maintain copies of reports, intelligence, evidence, photographs, recordings, and other investigative materials relevant to its personnel or operations, subject to applicable law.

**Paragraph 4.4** PTC personnel shall complete reports in accordance with PTC policies. Copies of reports generated as part of an operation under this Agreement shall be provided to both Parties in a timely manner, subject to applicable law and legal restrictions.

**Paragraph 4.5** The Requesting Agency shall be responsible for court appearances, discovery compliance, and prosecutorial coordination unless otherwise agreed upon by the Parties.

## ARTICLE V – COMMUNICATIONS

**Paragraph 5.0** The Parties shall utilize interoperable communication systems whenever practical.

**Paragraph 5.1** Separate command and tactical communications channels should be established whenever operationally feasible.

**Paragraph 5.2** Secure communication channels shall be utilized for investigative coordination, operational updates, and the exchange of sensitive law enforcement information whenever practical.

**Paragraph 5.3** Communications between the Requesting Agency's command structure and the PTC CSU Supervisor shall be maintained throughout operations whenever practical.

**Paragraph 5.4** Information shared pursuant to this Agreement shall be used solely for legitimate law enforcement purposes and shall be handled in accordance with applicable federal, state, and local laws, regulations, policies, and procedures, including applicable requirements governing criminal intelligence information.

Neither Party shall disseminate intelligence, investigative information, or operational details to third parties without prior approval of the other Party, unless such disclosure is required by law.

**Paragraph 5.5** Public information releases concerning joint operations shall be coordinated between the Parties. Neither Party shall issue a press release or public statement concerning a joint operation without prior coordination with the other Party, unless disclosure is required by law.

## ARTICLE VI – LIABILITY

**Paragraph 6.0** There is no special duty imposed by this Agreement upon PTC, the PTC Police Department, or their respective agents or employees to respond to any request for assistance.

**Paragraph 6.1** Each Party shall remain responsible for the acts and omissions of its own employees and shall provide for the defense of its employees in any civil action arising from actions taken under this Agreement, subject to applicable law.

**Paragraph 6.2** Nothing contained in this Agreement shall be construed as a waiver of either Party's sovereign immunity, governmental immunity, qualified immunity, official immunity, or any other immunity or exemption from liability provided by law.

**Paragraph 6.3** Each Party shall maintain appropriate liability insurance or self-insurance coverage for its personnel as required by applicable law and its policies.

**Paragraph 6.4** Any injury to personnel participating in an operation under this Agreement shall be reported immediately to both Parties. Workers' compensation claims shall be the responsibility of the Party regularly employing the injured individual.

## ARTICLE VII – COMPENSATION AND FINANCIAL RESPONSIBILITY

**Paragraph 7.0** Except as otherwise specifically provided herein, each Party shall bear the salaries, benefits, workers' compensation costs, and other personnel expenses of its own employees without cost to the other Party.

**Paragraph 7.1** The mutual advantage and protection afforded by this Agreement shall constitute adequate consideration to both Parties.

**Paragraph 7.2** The Requesting Agency shall be responsible for pre-approved operational expenses and specialized investigative costs when such expenses have been agreed upon in advance by both Parties.

**Paragraph 7.3** Extraordinary expendable operating supplies shall be reimbursed by the Requesting Agency only when such reimbursement has been approved in advance by both Parties.

## ARTICLE VIII – EQUIPMENT AND RESOURCES

**Paragraph 8.0** PTC shall provide the equipment and resources it determines are necessary and available for CSU operations conducted pursuant to this Agreement.

**Paragraph 8.1** Specialized investigative equipment and tools supplied by PTC shall remain the property of PTC unless otherwise agreed upon in writing.

**Paragraph 8.2** Shared resources or equipment not otherwise addressed by this Agreement shall require a separate written agreement or documented authorization between the Parties.

## ARTICLE IX – USE OF FORCE AND OPERATIONAL POLICIES

**Paragraph 9.0** PTC personnel shall comply with PTC use-of-force policies and all applicable federal, state, and local laws.

**Paragraph 9.1** Enforcement actions shall be coordinated with the Requesting Agency's leadership whenever practical.

**Paragraph 9.2** High-risk operations, including but not limited to search warrants, surveillance operations involving felony suspects, and interdiction operations, shall be coordinated in advance and may require a written operational plan.

## ARTICLE X – RELEASE OF CLAIMS

**Paragraph 10.0** To the extent permitted by Georgia law, each Party agrees to hold harmless and release the other Party from liabilities, suits, claims, judgments, costs, or demands for damage to its own property arising directly or indirectly from the use of any vehicle, equipment, or apparatus being used by the other Party during the provision of services pursuant to this Agreement, except as otherwise provided by law or expressly provided herein.

## ARTICLE XI – INJURIES TO PERSONNEL

**Paragraph 11.0** Injuries to personnel shall be handled as provided in Paragraph 6.4.

## ARTICLE XII – NO BENEFIT TO THIRD PARTIES

**Paragraph 12.0** This Agreement shall not be construed as or deemed to be an agreement for the benefit of any third party, and no third party shall have any right of action hereunder for any cause whatsoever.

## ARTICLE XIII – ADEQUATE COVERAGE FOR OWN JURISDICTION

**Paragraph 13.0** Each Party's primary obligation is to provide adequate law enforcement coverage within its own jurisdiction. Requests for assistance remain subject to the discretion set forth in Paragraph 1.2.

## ARTICLE XIV – TERM OF AGREEMENT

**Paragraph 14.0** This Agreement shall commence upon its approval by the respective governing bodies of the Parties. This Agreement shall automatically renew for successive five-year terms

until such time as written notice of termination is received by either Party at least thirty (30) days prior to the expiration of the initial term or any renewal term thereafter.

**Paragraph 14.1** Notwithstanding the foregoing, either Party may terminate this Agreement by providing no less than thirty (30) days written notice to the other Party. Upon expiration of the thirty-day notice period, this Agreement shall terminate.

**Paragraph 14.2** Pursuant to Georgia law, this Agreement shall not extend beyond the maximum period permitted by law.

## ARTICLE XV – ADMINISTRATION

**Paragraph 15.0** For purposes of liaison and administration, the PTC Police Chief and the Tyrone Police Chief, or their respective designees, shall be jointly responsible for administration of this Agreement.

**Paragraph 15.1** The Police Chiefs, or their designees, may establish and modify written operational procedures consistent with this Agreement. Such procedures shall not amend this Agreement.

## ARTICLE XVI – REVIEW AND REVISION

**Paragraph 16.0** The Parties shall periodically review this Agreement as necessary.

## ARTICLE XVII – CONSTRUCTION

**Paragraph 17.0** Nothing in this Agreement is intended to or shall be construed as modifying the respective rights and obligations of the Parties under any other mutual aid agreement or applicable law of the State of Georgia.

## ARTICLE XVIII – COMPLIANCE WITH LAW

**Paragraph 18.0** Each Party agrees to comply with all applicable federal, state, and local laws, regulations, ordinances, and constitutional requirements in the performance of activities under this Agreement.

**Paragraph 18.1** All law enforcement actions taken pursuant to this Agreement shall be conducted in a fair, impartial, and non-discriminatory manner consistent with applicable law and the constitutional rights of all persons.

**Paragraph 18.2** Each Party affirms that personnel assigned under this Agreement shall be properly trained, certified, and qualified in accordance with applicable standards and agency requirements.

## ARTICLE XIX – ENTIRE AGREEMENT

**Paragraph 19.0** This Agreement constitutes the entire agreement between the Parties concerning the CSU services contemplated herein. Any amendment or modification shall be in writing and approved and executed by both Parties.

## ARTICLE XX – SEVERABILITY OF TERMS

**Paragraph 20.0** In the event any part or provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XXI – GOVERNING LAW

**Paragraph 21.0** This Agreement shall be governed in all respects as to its validity, construction, capacity, and otherwise by the laws of the State of Georgia.

## ARTICLE XXII – OPERATIONAL PROCEDURES

**Paragraph 22.0** Operational procedures developed pursuant to this Agreement shall be governed by Paragraph 15.1.

**IN WITNESS WHEREOF**, the Parties, acting by and through their duly authorized officers, have caused their hands and seals to be hereunto affixed, the day and year first above written.

| **CITY OF PEACHTREE CITY, GEORGIA** | **TOWN OF TYRONE, GEORGIA** |
|---|---|
| _____ | _____ |
| Mayor, City of Peachtree City | Mayor, Town of Tyrone |
| **Attest:** | |
| _____ | _____ |
| Clerk, City of Peachtree City | Clerk, Town of Tyrone |
| **APPROVED AS TO FORM:** | |
| _____ | _____ |
| Attorney, City of Peachtree City | Attorney, Town of Tyrone |