AGREEMENT FOR SPECIAL MUTUAL AID – SPECIAL RESPONSE TEAM

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 each of the Parties hereto PTC provide service to Tyrone though the Special Response Team ("SRT") of the City of Peachtree City Police Department when requested by Tyrone; and

WHEREAS, it is the desire of the Parties hereto 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 the Official Code of Georgia Annotated O.C.G.A § 36-69-1, et. seq., "The Georgia Mutual Aid Act."

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 service of the SRT to the Town of Tyrone Police.

Paragraph 1.1 PTC agrees to provide the SRT to Tyrone in those instances permitted under the Georgia Mutual Aid Act. The request for such assistance of the SRT, and approval of such assistance being provided, shall be as determined by the PTC and Tyrone Police Chiefs or their designees.

Paragraph 1.2 The level of service of the SRT shall be at a level mutually agreed upon by the PTC Police Chief, or designee, and the Tyrone Police Chief, or designee. Upon approval from the Tyrone Police Chief or designee, the PTC Police Chief, or designee, shall determine the actual amount of equipment and staff it will supply or make available in each instance or emergency, based upon the available personnel, equipment and local conditions at the time of the emergency. Resource availability shall be determined in the sole discretion of the PTC Police Chief, or designee. The determination of the number of personnel, equipment, and specialized resources deployed shall remain within the sole discretion of the PTC Police Chief or designee.

Nothing contained herein shall be construed to require PTC to deploy all or any specific portion of its Special Response Team.

The SRT Commander designated by PTC shall retain tactical and operational control over all SRT personnel assigned under this Agreement. The requesting agency's Incident Commander shall retain overall incident command of the event. Unified Command principles shall be utilized whenever practical.

Paragraph 1.3 It is expressly agreed that the SRT may be recalled at the discretion of the PTC Police Chief or designee of the Party providing aid.

PTC may reduce or withdraw personnel, equipment, or other resources at any time whenever the Chief of Police or designee determines continued deployment would:

- compromise PTC's ability to provide police services within its own jurisdiction;
- create an unreasonable risk to personnel;
- exceed available operational capabilities; or
- otherwise no longer serves the interests of public safety.

PTC shall notify the requesting agency's Incident Commander as soon as reasonably practical.

Paragraph 1.4 Personnel furnished pursuant to this Agreement shall work under their own supervisors to the greatest extent practical while remaining subject to the overall incident command structure established for the event.

Paragraph 1.5 All general direction relative to the work will be given by the appropriate officers of the Tyrone Police Department. Tactical decisions involving SRT operations shall remain the responsibility of the PTC SRT Commander.

Paragraph 1.6 It is further agreed that, to the extent necessary as determined and agreed upon by the Police Chiefs for each Party, the Parties will participate in joint training exercises to promote interoperability of operations and philosophy.

Requests for deployment should include, whenever practical:

- nature of the incident;
- location;
- known threats or hazards;
- command contact information;
- staging location; and
- any known intelligence relevant to deployment.

ARTICLE II - LIABILITY

Paragraph 2.0 There is no special duty imposed by this Agreement on the PTC Police Department, or its respective agents and/or employees, to respond to emergency calls pursuant to this Agreement.

Paragraph 2.1 Nothing contained in this Agreement shall be construed to create an employment or agency relationship between the agents and employees of PTC and Tyrone; no agent or employee of PTC shall be deemed to be an employee or agent of Tyrone because of any action or incident arising pursuant to this Agreement.

Paragraph 2.2 All damage or repairs to any equipment or apparatus shall be the responsibility of PTC, provided, however, if equipment belonging to PTC is damaged during an incident for which state or federal reimbursement becomes available, Tyrone agrees to cooperate with PTC in seeking reimbursement from the applicable funding source. Nothing herein shall obligate Tyrone to reimburse PTC except as otherwise required by law or separately agreed in writing.

Paragraph 2.3 Nothing contained in this Agreement shall be construed to be a waiver of either Party's sovereign immunity, any individual's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

ARTICLE III – COMPENSATION

Paragraph 3.0 Except as provided for in Paragraph 2.2 above, no Party under this Agreement will be required to pay any compensation to the other Party under this Agreement for services rendered pursuant to this Agreement.

Paragraph 3.1 The mutual advantage and protection afforded by this Agreement is considered adequate consideration to both Parties.

Paragraph 3.2 Each Party to this Agreement shall comply with workers compensation laws of the State of Georgia without any cost to the other Party.

Paragraph 3.3 Each Party shall pay the salaries, benefits, and all other compensation of its own personnel without cost to the other Party.

During extended deployments, the requesting agency shall make reasonable efforts to provide food, water, restroom facilities, and rehabilitation resources for deployed personnel.

Paragraph 3.4 The requesting agency shall reimburse PTC for extraordinary expendable operating supplies only when such reimbursement has been approved in advance by both agencies.

ARTICLE IV – COMMUNICATIONS

Paragraph 4.1 Agencies shall utilize interoperable communications whenever practical. Separate command and tactical channels should be established whenever operationally feasible. Communications between Incident Command and the SRT Commander shall be maintained throughout the incident.

ARTICLE V - RELEASE OF CLAIMS

Paragraph 5.0 Except as provided for in Paragraph 2.2 above, and to the extent permitted by Georgia law, each of the Parties agree to hold harmless and release the other Party from any and all liabilities, suits, claims, judgments, cost or demands for damage to its own property whether directly existing or indirectly arising out of the use of any vehicle, equipment or apparatus being used by the other Party during the provision of service pursuant to this Agreement.

ARTICLE VI – INJURIES TO PERSONNEL

Paragraph 6.0 Any damage or other compensation which is required to be paid to any PTC or Tyrone employee by reason of his/her injury occurring while his/her services are being utilized pursuant to this Agreement shall be the sole liability and responsibility of the Party regularly employing that person.

ARTICLE VII - NO BENEFIT TO THIRD PARTIES

Paragraph 7.0 This Agreement shall not be construed as, or deemed to be, an Agreement for the benefit of the third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

ARTICLE VIII - TERM OF AGREEMENT

Paragraph 8.0 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 or notification is received by either Party at least ninety (90) days prior to the expiration of the first term or any renewal term thereafter. Pursuant to Georgia law, this Agreement cannot extend beyond fifty (50) years.

Paragraph 8.1 Notwithstanding the above, either Party to this Agreement may terminate the Agreement by giving no less than ninety (90) days written notice to the other Party and upon the running of ninety (90) days from such written notice, this Agreement shall be terminated.

ARTICLE IX - STANDBY OF EQUIPMENT

Paragraph 9.0 PTC agrees and acknowledges that it will be responsible to provide the backup coverage necessary for its own police department.

ARTICLE X - ADMINISTRATION

Paragraph 10.0 It is agreed by each of the Parties that for the purpose of liaison and administration, the PTC Police Chief and the Tyrone Police Chief shall be jointly responsible.

The Chiefs of Police, or their designees, may establish written operational procedures consistent with this Agreement. Such procedures shall not amend this Agreement and may be modified administratively.

ARTICLE XI - CONSTRUCTION

Paragraph 11.0 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 as specifically provided by the laws of the State of Georgia.

ARTICLE XII - ADEQUATE COVERAGE FOR OWN JURISDICTION

Paragraph 12.0 Each Party is responsible for providing adequate coverage for its own jurisdiction. Each party's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any Party to this Agreement to provide aid and assistance pursuant to a request from another Party. When a Party is unable to honor a request for aid and assistance, the Party will immediately inform the Party requesting aid that it will not be able to provide mutual aid.

ARTICLE XIII – ENTIRE AGREEMENT

Paragraph 13.0 This Agreement shall constitute the entire agreement between the Parties and no modification thereof shall be binding unless evidenced by a subsequent signed written agreement.

Paragraph 13.1 This Agreement shall be the sole instrument for the provision services by the SRT and PTC to Tyrone.

ARTICLE XIV – SEVERABILITY OF TERMS

Paragraph 14.0 In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV – GOVERNING LAW

Paragraph 15.0. This Agreement shall be governed in all respects as to the validity, construction, capacity, or otherwise, by the laws of the State of Georgia.

ARTICLE XVI – OPERATIONAL PROCEDURES

Paragraph 16.0 Nothing contained in this Agreement shall prohibit the Parties from developing standard operating procedures governing tactical operations, communications, equipment, deployment protocols, or training provided such procedures do not conflict with this Agreement.

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