

**The Rockport Fulton Independent School District Police Department  
and  
The Fulton Police Department  
MEMORANDUM OF UNDERSTANDING**

In compliance with Texas Education Code, Section 37.081., the Rockport Fulton Independent School District, hereinafter referred to as "RFISD" and the Town of Fulton, Texas, hereinafter referred to as "Town" herein enter into this agreement.

The Rockport Fulton Independent School District Police Department, hereinafter referred to as "RFISDPD" and the Town of Fulton Police Department, hereinafter referred to as "TFPD" shall share concurrent jurisdiction with the township limits of the Town, the same lying wholly within the geographical boundaries of the RFISD as defined by the State of Texas. The RFISDPD will have the primary responsibility for law enforcement on all property's responsibility for law enforcement in all other areas within the Town except for those areas in which the RFISDPD has the primary responsibility for law enforcement, as stated herein.

The RFISDPD shall perform only those duties and enforce such laws, within its jurisdiction, as may be determined by the RFISD Board of Trustees, to protect the safety and welfare of RFISD students and employees and to protect and preserve RFISD property, which may include enforcement of State and Federal laws, and municipal ordinances.

If requested and contingent upon available manpower, the TFPD will assist the RFISDPD. The TFPD will investigate and have primary control over all investigations relating to offenses reported to it by the RFISDPD, and the RFISDPD shall cooperate fully in such investigations.

In the event of emergencies, major crimes, or events requiring specialized forensic or investigative experience or equipment, including Murders, Suicides, Sexual Assaults, and assorted other investigations requiring extensive crime scene processing or investigative follow-up, RFISDPD will request assistance from TFPD, and TFPD will provide such assistance within the limits of the Township. In such cases, it shall be deemed by the parties that the RFISDPD shall thereafter be in command and control of law enforcement actions relating to the emergency or investigation, until such command and control is subsequently relinquished back to the RFISDPD by the TFPD. In addition to emergencies, major crimes, which involve crime scenes and or investigations by TFPD, all major active incidents within the jurisdiction of the Township, TFPD will automatically establish and assume Incident Command System (ICS).

In those areas of the Township where the TFPD has the primary responsibility for law enforcement, if requested and contingent upon available manpower, the RFISDPD will assist the TFPD in all cases involving student, employees, or property of the RFISD.

The RFISDPD and the TFPD will communicate and work together to ensure a safe environment for all citizens of the Town of Fulton and Aransas County.

**TERM AND TERMINATION**

The terms of this MOU is for one (1) year, beginning on the date when it is signed by all parties. Any party may terminate the MOU by providing thirty (30) days written notice. Any written notice of termination shall be delivered to the RFISD Superintendent, the RFISDPD Chief of Police, the Town of Fulton Mayor, or the TFPD Chief of Police. Unless any party provides thirty days prior written notice of termination, this MOU shall automatically renew on an annual basis.

**ROCKPORT FULTON INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
**Mitzi Storey**

Chief of Police RFISD PD

Date: \_\_\_\_\_

\_\_\_\_\_  
**Kenny Cruzan**

President, Board of Trustees

Date: \_\_\_\_\_

**TOWN OF FULTON, ARANSAS COUNTY, TEXAS**

\_\_\_\_\_  
**Ty Gerstenberger**

Chief of Police,

Date: \_\_\_\_\_

\_\_\_\_\_  
**Kelli Cole**

Mayor, Town of Fulton

Date: \_\_\_\_\_