

THE STATE OF TEXAS       §  
  §  
COUNTY OF ARANSAS       §

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**INTERLOCAL AGREEMENT  
BETWEEN CITY OF ROCKPORT and TOWN OF FULTON FOR  
ASSISTANCE IN LAW ENFORCEMENT**

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In the interest of increasing efficiency and effectiveness of local governments, this Interlocal Cooperation Contract [hereinafter referred to as "Contract"] is entered into by and between the parties.

1. **PARTIES:** The parties to this Interlocal Agreement are City of Rockport (hereinafter "City") and Town of Fulton (hereinafter "Fulton"), each acting by and through its duly elected officials.
2. **AUTHORITY:** The Interlocal Cooperation Act, Government Code Chapter 791, authorizes this Interlocal Agreement. The governing body of each party to the contract has duly authorized this contract.
3. **PURPOSE:** To provide law enforcement assistance to the Fulton Police Department in the form of coverage of calls when they are unavailable, backup when needed, and investigation services when requested, consistent with Fulton's enabling Ordinance No 98.
4. **TERMS:** The Contract term shall run with the fiscal year each year, beginning October 1, 2024, and shall renew automatically unless either party provides the other party with a notice of its intent to no longer participate, at least 30 days prior to October 1 of each year.
5. **COST:** The cost of the services provided by the City shall be \$60,000 per year, to be paid in monthly installments equal to 1/12th of total, the first installment to be due and payable on or before October 1, 2024, and each month thereafter payable on or before the 2<sup>nd</sup> day of each month. In addition, Fulton shall pay its pro rata share of the cost of public safety communications for calls for service originating in Fulton.
6. **RENEWAL:** Pursuant to Sec. 791.01 1(f), this Contract may be renewed. The cost for services for any subsequent years shall be negotiated prior to the renewal, after the City has had an opportunity to review the cost of services rendered and as mutually agreed upon by the parties.
7. **RIGHTS AND DUTIES OF THE PARTIES:** The rights and duties of the City and Fulton are detailed in "Exhibit A" attached hereto and incorporated herein as if set forth verbatim.

8. **SUPERVISION AND ADMINISTRATION:** In the performance of all obligations undertaken by City in this contract, City will continue to supervise and administer the law enforcement services provided for herein by the City, by and through its City Police department.
9. **LIABILITY:** All parties agree that all the functions and services provided for herein are governmental functions. In no event shall any provision of this contract be construed as a waiver of any party's sovereign immunity, nor add to or change the liability limits and immunities for a governmental unit provided by the Texas Torts Claims Act, or other law.
10. **INDEMNIFICATION AND HOLD HARMLESS:** Fulton assumes entire responsibility and liability for any claim or actions based on or arising out of injuries, including death, to persons or damages to or destruction of property, sustained or alleged to have been sustained in connection with or to have arisen out of or incidental to the performance of this Agreement by Rockport, its agents, members, employees, contractors and its subcontractors, their agents and employees, regardless of whether such claims or actions are founded in whole or in part upon alleged negligence of Town of Fulton, or the Town's representatives, or the employees, agents, invitees or licensees thereof or City of Rockport or the employees, agents, invitees or licensees thereof. Fulton further agrees to indemnify and hold harmless Rockport and its representatives, and the employees, agents, invitees and licensees thereof in respect to any such matters and agrees to defend any claim or suit or action brought against Rockport, its representatives and employees, agents, invitees and licensees thereof, regardless of whether such claims or actions are founded in whole or in part upon alleged negligence of the Town of Fulton, the Town's representatives, or the employees, agents, invitees or licensees thereof or City of Rockport or the Employees agents, invitees or licensees thereof.

Agreed to:

**CITY OF ROCKPORT**

**ATTEST:**

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Timothy Jayroe, Mayor

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Shelley Goodwin, City Secretary

Date: October 1, 2024

**TOWN OF FULTON**

**ATTEST:**

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Kelli Cole, Mayor

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Stephanie Garcia, City Secretary

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## EXHIBIT A

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This EXHIBIT A is incorporated into the INTERLOCAL AGREEMENT BETWEEN CITY OF ROCKPORT and TOWN OF FULTON FOR ASSISTANCE IN LAW ENFORCEMENT and has the same force and effect as originally written into the text of the agreement.

Generally, it is the intention of the Town of Fulton and the City of Rockport to assist the Fulton Police Department in seeing to the safety and well-being of residents and visitors to Fulton by acknowledging the following:

1. When no Fulton Police Department officer will be on duty, they will notify Aransas County Public Safety Communications Center dispatch and the Rockport Police Department [hereinafter referred to as "Rockport) will then become the first responder for Fulton; Rockport will then respond to all calls for service as dispatched through the Aransas County Public Safety Communications Center or made directly from anyone requiring police service in that jurisdiction at times when the Fulton Police Department is unavailable.
2. Rockport will take appropriate action on hazardous traffic violations and file these citations with the appropriate agencies.
3. Rockport will not be required to perform routine patrol in Fulton.
4. Rockport may provide patrol assistance periodically in school zones or areas of unusual traffic congestion.
5. Rockport will forward all reports of criminal activity to the Fulton Police Chief for his follow-up.
6. Fulton Police Department will provide primary responder service for an average minimum of 40 hours per week, other than vacation, etc.
7. Fulton Police Department can call Rockport for back-up in cases of special need of assistance or the need to possibly transport someone to jail.
8. Rockport will assist the Fulton Police Department with investigations upon his request.
9. Fulton Municipal Judge, when available, will magistrate all offenses arising out of Fulton.
10. Any Class C offense that occurs in Fulton will be filed in the Fulton Municipal Court.
11. Fulton Police Department will be primarily responsible for Code enforcement.
12. Rockport will not be responsible for Code enforcement unless it is deemed an emergency and requires immediate attention.
13. Fulton will be included in Rockport 911 Communication Center with an assignment of a police call unit number and be responsible for costs thereof.
14. This agreement is not intended to relieve the Aransas County Sheriff's Department from its obligation to provide customary law enforcement in the Town of Fulton.