

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the 8th day of August, 2014, by and between the City of Celina (the "City") and Collin County, a political subdivision of the State of Texas (the "County").

RECITALS

1. The County, through the Sheriff's Office, owns and operates communication facilities used in dispatching its law enforcement and emergency service personnel.
2. The City desires to obtain certain dispatch services from the County. Therefore, under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791 et seq., the parties agree as follows:

SECTION 1. DEFINITIONS

DISPATCH SERVICES. The term "Dispatch Services" means all services necessary for the Collin County Sheriff's Office to receive calls for law enforcement service within the City's jurisdiction and to dispatch the City's law enforcement personnel in response to such calls.

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on the 1st day of October, 2014 and shall continue in full force and effect through September 30, 2015.

2.02 TERMINATION. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.

SECTION 3. SERVICES

SERVICES TO BE PROVIDED. The County agrees to provide dispatch services through the Sheriff's Office to the City in the same manner and under the same

growing out of the services rendered to the City pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

SECTION 7. AMENDMENT

This agreement shall not be amended or modified other than in a written agreement signed by the parties.

SECTION 8. CONTROLLING LAW

This agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

SECTION 9. NOTICES

9.01 FORM OF NOTICE. Unless otherwise specified, all communications provided for in this agreement shall be in writing and shall be deemed delivered, whether actually received or not, forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

9.02 ADDRESSES. All communications provided for in this agreement shall be addressed as follows:

- (A) Collin County, Dispatch Services to:
Purchasing Department
2300 Bloomdale #3160
McKinney, Texas 75071

agreement.

SECTION 13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

The County and the City have the exclusive right to bring suit to enforce this agreement, and no party may bring suit, as a third-party beneficiary or otherwise, to enforce this agreement.

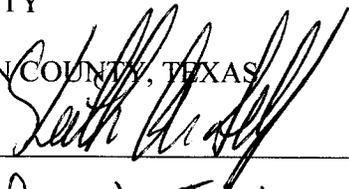
SECTION 14. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

“COUNTY”

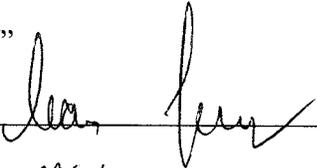
COLLIN COUNTY, TEXAS

BY: 

TITLE: County Judge

DATE: 9/9/14

“CITY”

BY: 

TITLE: Mayor

DATE: 7/8/2014

