

STATE OF TEXAS § Amended and Restated
§ Interlocal Cooperation Agreement
COUNTY OF COLLIN §

This Amended and Restated Interlocal Cooperation Agreement (“Agreement”) is by and between the City of Allen, Texas (“Allen”) and Collin County, Texas (“County”), acting by and through their authorized officers.

RECITALS:

WHEREAS, the Parties previously entered into that certain Interlocal Cooperation Agreement dated September 27, 2007 (“the Original Agreement”); and

WHEREAS, the City and the County desire to amend the Original Agreement by amending the terms and conditions contained in Article III, Use of Facilities; and

WHEREAS, the parties desire to amend and restate the Original Agreement as set forth herein;

NOW THEREFORE, in consideration of the foregoing and other consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I
Purpose

The purpose of this Agreement is to permit the use of certain space within the Allen Municipal Court Facilities located within the Allen Municipal Court/Parks & Recreation Building at 301 Century Parkway, Allen, Texas (the “Facilities”), for Justice of the Peace proceedings conducted by a Justice of the Peace and other Collin County elected officials.

Article II
Term

2.1 The term of this Agreement shall begin on the last date of execution hereof (“Effective Date”) and end on September 30, 2010 (“Expiration Date”), unless sooner terminated as provided herein.

2.2 This Agreement shall terminate upon any one of the following:

- (a) by written agreement of the parties;
- (b) Expiration Date; or
- (c) by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof.

Article III
Use of Facilities

3.1 The County is granted the use of the Facilities for the conduct of Justice of the Peace proceedings conducted by a Justice of the Peace in accordance with the following terms and conditions:

- (a) The County shall have the right to use and have access to the public and common areas, the court room, the Community Room, the break room, the Associate Judge's Office and a front window for use by a cashier provided by a Justice of the Peace within the Facilities;
- (b) The County shall pay a use fee in the amount of Ten and No/100 Dollars (\$10.00) to be paid on the Effective Date. The County and Justice of the Peace shall not be charged for any utilities or for telephone or fax usage.
- (c) The Justice of the Peace shall be permitted to use the Associate Judge's Office within the Facilities;
- (d) The City will permit the use of office furniture, copy machine, telephones, faxes and computers located within the Facilities to the extent that such use does not interfere with the operation of the Allen Municipal Court or the use of the Community Room for election purposes;
- (e) The County and Justice of the Peace shall not supervise, direct, interfere with or use City personnel at any time;
- (f) The Justice of the Peace shall provide all personnel necessary for the conduct of Justice of the Peace proceedings in the Facilities including, but not limited to, court clerks, cashiers, prosecutors, court reporters and bailiffs;
- (g) The County use of the Municipal Court Room is limited and restricted to Mondays and Fridays between the hours of 8:00 a.m. and 5:00 p.m., and Wednesdays and Thursdays after 5:00 p.m. of each calendar week that are not City holidays during the term of this Agreement. On Mondays and Fridays, all Court proceedings and customer transactions are to be completed prior to 5:00 p.m. When proceedings are held after 5:00 p.m., the Justice of the Peace shall be responsible for locking the doors to the Allen Municipal Court and securing the Facilities;
- (h) The Allen Municipal Court use of the Facilities shall control and take priority over any County use;
- (i) The County use of the Community Room is limited and restricted to Wednesdays from 1:00 p.m. to 5:00 p.m. of each calendar week that are not City holidays during the term of this Agreement, unless there is a conflict with the election schedule. Exhibit "A" reflects the dates when the Community Room will be required for election purposes and will not be available for Justice of the Peace use. Additional dates may be added to the election schedule as needed;
- (j) City Secretary use of the Community Room for elections shall control and take priority over any County use;

- (k) The Justice of the Peace will be provided a key or other means of access to the Associate Judge's Office after normal business hours;
- (l) The Justice of the Peace shall, prior to commencement of use of the Facilities, provide to the City in writing a list of Court personnel that will be using the Facilities and shall provide the City with written notice of any change in such personnel;
- (m) Justice of Peace Court personnel shall abide by the provisions contained in the City of Allen Administrative Directive regarding dress code policy which is attached hereto as Exhibit "B" and as may be amended from time to time;
- (n) Food and drinks are prohibited in the Courtroom;
- (o) Only the Justice of the Peace and Court personnel are permitted within the secured areas of the Facilities;
- (p) Cases filed in the Municipal Court of the City of Allen will remain within the jurisdiction of the Municipal Court and shall not be transferred to the Justice of the Peace Precinct 3 Court;
- (q) No other use shall be permitted other than for Justice of the Peace Precinct 3 Court proceedings set forth herein; and
- (r) The County and Justice of the Peace shall give two weeks written notice addressed to the Finance Director of requests for technology needs.

Article IV Indemnification

To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employccs) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments, and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement. This Agreement and the indemnity provided herein is not intended to and shall not create any cause of action for the benefit of third parties or any person not a party to this Agreement. It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

Article V Miscellaneous

5.1 **Assignment.** This Agreement may not be assigned by any party hereto without the prior written consent of the other party.

5.2 **Notice.** Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States Mail, postage prepaid, certified mail, or by hand-delivery or facsimile transmission addressed to the party at the address set forth below:

If intended for City of Allen:

City of Allen
Attn: Peter H. Vargas
City Manager
One Allen Civic Plaza
305 Century Parkway
Allen, Texas 75013

With copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Lincoln Plaza
500 N. Akard
Dallas, Texas 75201

If intended for County:

Judge Keith Self
Collin County
210 S. McDonald, Ste. 625
McKinney, Texas 75069

Any party may, at any time, by written notice to the other party, designate different or additional persons or different addresses for the getting of notices hereunder.

5.3 **Amendment.** This Agreement may be amended by the mutual written agreement of both parties hereto.

5.4 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.5 **Governing Law.** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The parties agree to submit to the jurisdiction of said court.

5.6 **Entire Agreement.** This Agreement represents the entire agreement among the parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the parties that in any manner relates to the subject matter of this Agreement.

5.7 **Recitals.** The recitals to this Agreement are incorporated herein.

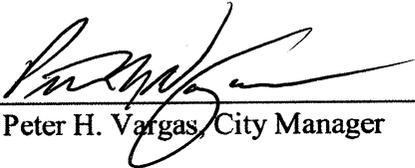
5.8 **Exhibits.** The exhibits to this Agreement are incorporated herein.

5.9 **Counterparts.** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

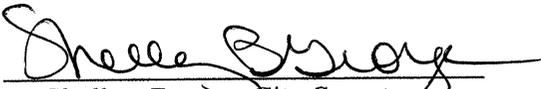
5.10 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

EXECUTED this 9th day of October, 2009.

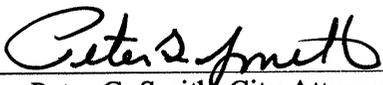
CITY OF ALLEN, TEXAS

By: 
Peter H. Vargas, City Manager

Attest:

By: 
Shelley George, City Secretary

Approved As To Form:

By: 
Peter G. Smith, City Attorney

EXECUTED this 28th day of September, 2009.

COLLIN COUNTY, TEXAS

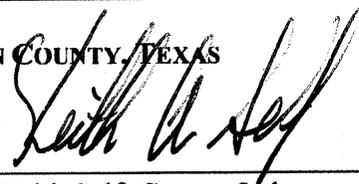
By: 
Keith Self, County Judge

EXHIBIT "A"
Election Schedule
2009-2010

On the following dates, the Community Room will be used for voting purposes only:

March 2, 2010 – Primary Election Date

February 11 – March 3

April 13, 2010 – Primary Runoff Election Date

April 1 – April 14

May 8, 2010 – City's Election

April 22 – May 11

November 2, 2010 – Gubernatorial Election

October 14 – November 3

EXHIBIT "B"

CITY OF ALLEN ADMINISTRATIVE DIRECTIVE	
SUBJECT: DRESS CODE POLICY	NUMBER: HR-2
EFFECTIVE DATE: NOVEMBER 1, 2006	
AMENDS/SUPERSEDES: MAY 22, 2000	APPROVED: _____ PETER H. VARGAS, CITY MANAGER

**DRESS CODE POLICY
FOR ALL OFFICE EMPLOYEES**

The City's objective, in establishing a dress code, is to enable employees to project a professional, business-like image when working with the public. Employees of the City of Allen are expected to be neat, well-groomed, and appropriately dressed each day. Employees should be aware that some individuals have sensitivity to odors and fragrances, and to use good judgment in regard to this. The City of Allen has the right to expect and does expect all employees to have sufficient pride in their work and their association with the City of Allen and to exercise mature discretion in appearance, dress, and demeanor. Since opinions about what constitutes appropriate attire vary, the City has established the following guidelines.

GUIDELINES

Business Professional dress is required for all public meetings unless otherwise specified by the City Manager. Employees attending seminars should dress appropriately as they are representing the City of Allen.

Business Professional attire is required Monday through Friday for all Department Directors and Assistant Directors and staff members in the executive offices. However, Business Casual is allowed as an option for Friday Dress.

<i>BUSINESS PROFESSIONAL</i>	
APPROPRIATE ATTIRE	NOT APPROPRIATE ATTIRE
Long- or short-sleeved dress shirt and tie	Business Casual attire
Dress slacks, dress shirt, sport coat/blazer and tie	
Suit, dress shirt and tie	
Attire coordinated around conservative suits (panted or skirted), dresses, pant suits	
Dress blouses or shells (not t-shirts) with suits, slacks or skirts	
Blazers, sweaters, vests, cardigans	
Appropriate business footwear including dress shoes with socks or hosiery	

"OPTIONAL" FRIDAY DRESS	
Everything on the Business Casual list	All items listed as "not appropriate" except where noted as "appropriate" under Friday Dress
City of Allen logo polo or long-sleeved shirts may include City of Allen logo denim shirts.	

NOTE: Male employees are allowed neatly trimmed facial hair.
Any accessories, including jewelry, must be conservative in keeping with a business environment.

City of Allen logo and long-sleeved shirts must conform to certain specifications. Allowable styles, colors and purchasing information will be forwarded to the Department Heads. These shirts will not be provided by the City.

Questions as to the appropriateness of apparel or appearance should be directed to the employee's supervisor and/or applicable Management Team Member. The City of Allen reserves the right to determine if an employee's attire is not in keeping with this policy, and if so, the employee may be asked to return home to change to proper attire. This time may be charged to vacation leave, or if the employee has none, leave without pay.

TIPS FOR OFFICE DRESS

Remember, the goal is for all employees to project a professional image. Any dirty, wrinkled, revealing, frayed, or ill-fitting clothing is inappropriate. Extreme fashion trends are unacceptable. A good rule of thumb — if you question whether an item is acceptable, it probably is not.

EXCEPTIONS

Exceptions to these guidelines may apply where the position warrants and must be approved jointly by the City Manager and the Director of Human Resources. Exceptions may be made to comply with laws related to disability accommodation, or religious beliefs or practices, on a case-by-case basis. Employees with medical conditions that require clothing items that are not allowed under this policy should get medical certification from their primary care physician.

Jeans and athletic shoes may be worn under special circumstances with the approval of the City Manager. Special event t-shirts may be worn the workday preceding the event and the day of the event.

Seasonal exceptions: Walking shorts (appropriate length of 2-3 inches above the knee) are allowed to be worn by employees working outdoors during specified times as designated by the appropriate Department Head and the City Manager (i.e., Parks and Recreation, Community Services, Engineering). Shoes may be allowed to be worn without socks or hosiery due to extreme heat of the summer months as specified by the City Manager.

Within this framework, the City of Allen allows for Business Casual dress that is acceptable. Department Heads may choose to modify the lists for their areas, only to the extent of removing certain items from the "Appropriate Attire" lists.

ENFORCEMENT

Supervisors are to enforce these guidelines of dress and speak to employees who report to work in inappropriate clothing. If the employee continues to violate this policy, disciplinary action may be taken.

Note: Uniformed Personnel and Recreation Facility Personnel should refer to the dress code specific to their department, as approved by the City Manager.