

STATE OF TEXAS

Interlocal Cooperation Agreement

COUNTY OF COLLIN

This interlocal Cooperation Agreement ("Agreement") is by and between the Lovejoy ISD, Allen, Texas ("LISD") and Collin County, Texas ("County"), acting by and through their authorized officers.

RECITALS:

WHEREAS, the School District and the County desire to enter on Original Agreement, as hereto fore, by agreeing to certain terms and conditions as set forth herein; and

WHEREAS, the parties desire to enter 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 Lovejoy Independent School District Court Facilities located within the Lovejoy Independent School District at 259 Country Club, Allen, Texas (the "Facilities"), for Justice of the Peace proceedings conducted by a Justice of the Peace and ~~other Collin County elected officials.~~ 9-17-13

**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, 2014 ("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 break room, the secretarial areas, and desk for clerk provided by a Justice of the Peace within the Facilities;
- (b) The County shall pay a use fee in the amount of 0.00 and No/100 Dollars (\$0.00) 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 ISD 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 Lovejoy Independent School District.
- (d) The County and Justice of the Peace shall not supervise, direct, interfere with or use School personnel at any time;
- (e) 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;
- (f) The County use of the Lovejoy ISD Court Room is limited and restricted to Mondays that are not ISD holidays between the hours of 6:00 p.m. and 11:00 p.m. of each calendar week for the 187 days of the official school year, during the term of this Agreement. Use beyond 187 days is afforded with the stipulation that extended use request be provided to the Executive Director of Special Education and Academic Support.
- (g) The Justice of the Peace shall, prior to commencement of use of the Facilities, provide to the ISD in writing a list of Court personnel that will be using the Facilities and shall provide the ISD with written notice of any change in such personnel;
- (h) Justice of the Peace Court personnel shall abide by the provisions contained in the LISD Administrative Directive regarding dress code policy.
- (i) Only the Justice of the Peace and Court personnel are permitted within the secured areas of the Facilities;
- (j) No other use shall be permitted other than for Justice of the Peace Precinct 3 Court proceedings set forth herein; and
- (k) The County and Justice of the Peace shall address all facility or technology needs to the Executive Director of Special Education and Academic Support in LISD.

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 employees) 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 cost 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 LISD:

Att: Sancy Fuller
Executive Director of Special Education and Academic Support
259 Country Club
Allen, Texas 75002

With copy to:
Ted Moore
Superintendent of Schools
259 Country Club
Allen, Texas 75002

If intended for County:
Judge Keith Self
Collin County Commissioners' Court
2300 Bloomdale Road, Ste 4192
McKinney, TX 75071

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 September, 2013.

LOVEJOY ISD, Allen, TEXAS

By: Sancy Fuller
Sancy Fuller, Lovejoy ISD

Attest:

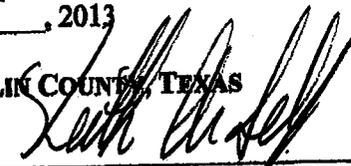
By: 
Dennis Muizers, Ass. Superintendent

Approved As To Form:

By: 
Ted Moore, Superintendent

EXECUTED this 7th day of October, 2013

COLLIN COUNTY, TEXAS

By: 
Keith Self, County Judge